



MIAMI BEACH

City Commission Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
June 7, 2006

Mayor David Dermer
Vice-Mayor Saul Gross
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Jerry Libbin
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Jose Smith
City Clerk Robert E. Parcher

Visit us at www.miamibeachfl.gov for agendas and video "streaming" of City Commission Meetings.

ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Special note: In order to ensure adequate public consideration, if necessary, the Mayor and City Commission may move any agenda item to the alternate meeting date which will only be held if needed. In addition, the Mayor and City Commission may, at their discretion, adjourn the Commission Meeting without reaching all agenda items.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports Requests
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R7 Resolutions
R9 New Business and Commission
R10 City Attorney Reports

Reports and Informational Items

Presentations and Awards

- PA1 Certificate Of Appreciation To Be Presented To Captain Lynda Veski Of The Miami Beach Police Department For Her Selection As 2005 Female Volunteer Of The Year At The 2006 National P.A.L. Conference. (Page 2)
(Requested by Mayor David Dermer)
(Deferred from May 10, 2006)
- PA2 Presentation Of The Tourism Hospitality Scholarships To Michelle Milfort, Monica Kakanis, Natalie Koller, Gianina Ghirardi, And Kate Goncalves.
(Tourism & Cultural Development)
- PA3 Certificate Of Appreciation To Be Presented To Attorney S. David Sheffman, J.D., LL.B., For His Valuable Pro-Bono Child Advocacy Representing Abused And Neglected Children In Dependency Court.
(Requested by Commissioner Matti Herrera Bower)
- PA4 Acknowledgement Of The New Generation Youth Leadership And Workforce Institute Program.
(Requested by Commissioner Matti Herrera Bower)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Purchase Three (3) Trailer Mounted Pressure Washers, From Industrial Cleaning Equipment & Supply, Pursuant To Invitation To Bid No. 25-05/06, In The Amount Of \$35,475.00. (Page 5)
(Fleet Management)
- C2B Request For Approval To Issue A Request For Proposals (RFP) For The Purchase Of Single Space Parking Meters For The City's Parking System. (Page 10)
(Parking Department)
- C2C Request For Approval To Issue A Request For Proposals (RFP) To Provide Unarmed Security Guard Services. (Page 23)
(Police Department)

C4 - Commission Committee Assignments

- C4A Referral To The Neighborhoods/Community Affairs Committee - Discussion Regarding The Shared Car Concept In The City Of Miami Beach. (Page 49)
(Requested by Commissioner Richard L. Steinberg)
- C4B Referral To The Finance And Citywide Projects Committee - Recommendations From The Report Entitled Revitalizing North Beach Oceanfront Parks Through Placemaking. (Page 51)
(Planning Department)
- C4C Referral To The Finance And Citywide Projects Committee - Discussion Regarding Altos Del Mar Sculpture Park. (Page 55)
(Requested by Commissioner Matti Herrera Bower)
- C4D Referral To Neighborhoods/Community Affairs Committee Of The "Maze" By The Artist Brian Tolle To Be Commissioned For Placement In Collins Park, As Recommended By The Art In Public Places Committee. (Page 57)
(Tourism & Cultural Development)
- C4E Referral To The Finance And Citywide Projects Committee - Discussion Regarding Maximizing Bookings At The Byron-Carlyle And Colony Theaters For Extended-Run And For Off-Peak Bookings, By Allowing For Adjustments To Rental Rates At The Theaters. (Page 63)
(Tourism & Cultural Development)
- C4F Referral To The Finance And Citywide Projects Committee - Discussion Regarding Proposed City Of Miami Beach Financial Policies, As Recommended By The Budget Advisory Committee. (Page 85)
(Budget & Performance Improvement)
- C4G Referral To The Land Use And Development Committee - 1) Discussion Of Possible Dog Beach At The 86th Street Beach; And 2) Assigning Of City Liaison From The Parks & Recreation Department For Responsible Dog Owners Of Miami Beach. (Page 87)
(Requested by Commissioner Matti Herrera Bower)
- C4H Referral To The Neighborhoods/Community Affairs Committee - Discussion On Proposed Legislation Governing The Distribution Of Handbills And Flyers In Certain Areas Of The City. (Page 89)
(City Manager's Office)

C6 - Commission Committee Reports

- C6A Report Of The G.O. Bond Oversight Committee Meeting On May 1, 2006: **1)** Contingency Report; **2)** Discussion Items: A. Change Orders At Fire Station No. 2; B. Change Orders For Fire Station No. 4; C. Change Orders For North Shore Open Space Park - Phase III; **3)** Project Status Report: A. Update On Fire Station No. 2; B. Update On Fire Station No. 4; C. Update On Normandy Isle Park And Pool; And **4)** Informational Items: A. Updated Calendar Of Scheduled Community Meetings; B. Seawall Status; C. North Shore Open Space Park Paved Pathway; D. AiPP At South Pointe Park; E. South Pointe Booster Pump Station (Not A GOB Project); F. Normandy Shores Golf Course; G. Belle Isle Park; H. AiPP Project At Washington Avenue And 3rd Street; I. CIP Staffing; And J. Reorganization Of CIP Status Reports. (Page 92)
- C6B Report Of The Land Use And Development Committee Meeting On May 8, 2006: **1)** Discussion Regarding The Turtle Nesting Protection Ordinance; **2)** Discussion Regarding "Utility Line Clearing," An FPL Proposed Ordinance For The Village Of Palmetto Bay, Florida; **3)** Discussion On Party Houses; **4)** Discussion On Ordinance Prohibiting Height Variances Without City Commission Approval Or Public Referendum; **5)** Discussion On Ordinance Amending Chapter 142, "Land Development Regulations," Of The City Code; By Amending Division 3, "Residential Multifamily Districts," Subdivision II, "RM-1 Residential Multifamily Low Intensity," By Adjusting The Height For Any New Construction Or Additions To Existing Structures In The Flamingo Park Local Historic District; Providing For Repealer, Severability, Codification And An Effective Date; **6)** Discussion Regarding The 90-Day Time Period When Zoning In Progress Starts After A Positive Recommendation From The Planning Board And Scheduled For The City Commission Meetings; **7)** Discussion On Historic Preservation Board Resolution Pertaining To The Transfer Of Development Rights (TDR's); **8)** Discussion Regarding The .5 FAR Bonus In Existing Zoning Code For Mixed Use Developments And Reserving Such Bonus For Affordable Housing/Workforce Housing; And **9)** Discussion On Ordinance Amending Section 46-156, Entitled "Temporary Permits," By Amending The Prohibited Areas For Construction Noise And Providing Exceptions Thereto. (Page 94)
- C6C Report Of The Finance And Citywide Projects Committee Meeting On May 18, 2006: **1)** Discussion Regarding Domestic Partner Benefits Coverage Termination - Miami Beach Fraternal Order Of Police Health Trust/Fire Fighters Insurance Trust; **2)** Discussion Regarding Alternative Options To The Joint Development With The Owners Of Lot 52 Which Are: 1) Underground Parking At The Penrod Site, And 2) Underground Parking In The Park Itself; And **3)** Discussion Regarding The Status Of The Cost Of Living Adjustments That May Be Requested For Members Of The CWA Who Retired Prior To The Conclusion Of The Collective Bargaining Process. (Page 98)

C7 - Resolutions

- C7A A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 9 To The Agreement Between The City And Edwards And Kelcey, Inc., In An Amount Not To Exceed \$181,323 For Additional Construction Administration Services; \$401,804 For Resident Project Representative (RPR) Services; \$24,096 For The Pump Station Equipment Modification; \$24,468 For City Requested Changes To The Belle Isle Design; And \$20,880 For Reimbursable Expenses; For A Total Not-To-Exceed Amount Of \$652,571, Available From Previously Appropriated Funds For The Venetian Islands Neighborhood Right-Of-Way Improvement Project Comprised Of Bid Packages No. 13B - Belle Isle And Belle Isle Park, And 13C - San Marino, Di-Lido And Rivo-Alto Islands. (Page 107)
(Capital Improvement Projects)
- C7B A Resolution Ratifying Amendment No. 1, In The Amount Of \$555,784, To The Design/Build Agreement, For The Washington Avenue Improvements Project, Phases II, IV, And V, With Ric-Man International, Inc., Said Amendment Providing For Design, Permitting, Construction And Construction Administration Services For The Implementation Of Additional Storm Drainage And Other Miscellaneous Improvements, At 6th, 7th, 8th, 9th And 11th Streets, Related To The Drainage In The Adjacent Flamingo/Lummus Neighborhood; And Approving The Use Of Funds, In The Amount Of \$555,784, For The Amendment, From Previously Appropriated Funds For The Flamingo/Lummus Neighborhood Bid Package 10A. (Page 114)
(Capital Improvement Projects)
- C7C Appointment Of Chief Special Master (Page 123)
1. A Resolution Accepting The Recommendation Of The Miami Beach City Manager And City Attorney, Pursuant To Section 30-36 Of The Code Of The City Of Miami Beach, Concerning The Reappointment Of Jimmy L. Morales, Esquire, To Serve As Chief Special Master, Commencing July 1, 2006, And Ending December 31, 2006, Who Shall Be Authorized To Hold Hearings And Impose Fines, Liens And Other Non-Criminal Penalties Against Violators Of The City And County Codes And Ordinances, And Shall Also Be Authorized To Appoint Such Other Special Masters As May Reasonably Be Required To Conduct The Subject Hearings; Incorporating All Other Matters Set Forth Within City Of Miami Beach City Code Chapter 30, Section 30-37(A) Concerning The Compensation And Duties Of The Chief Special Master.
 2. A Resolution Accepting The Recommendation Of The City Manager And City Attorney, Pursuant To Sections 30-36 And 102-356 Of The Code Of The City Of Miami Beach, Concerning The Reappointment Of Jimmy L. Morales, Esquire, To Serve As Chief Special Master Pursuant To Chapter 30 Of The Code And To Serve As "Designee" Pursuant To Section 102-356 Of The City Code, Commencing July 1, 2006 And Ending December 31, 2006, Who Shall Be Authorized To Hold Administrative Hearings Regarding Appeals From Citations For Violations Of City And County Codes And Ordinances, And Regarding Denials, Suspensions, And Revocations Of Occupational Licenses, Certificates Of Use And Permits As Provided By The City Code, And To Appoint Such Other Special Masters As May Reasonably Be Required To Conduct Such Hearings Pursuant To City Ordinances.
(City Clerks Office)
- C7D A Resolution Electing Commissioner Jerry Libbin As Vice-Mayor For A Term Commencing On July 1, 2006, And Terminating On October 31, 2006, Or On Such Date When A New Vice-Mayor Is Thereafter Elected. (Page 130)
(City Clerk's Office)

C7 - Resolutions (Continued)

- C7E A Resolution Authorizing The City Manager Or His Designee To Execute An Agreement With Miami-Dade County, For Funding In The Amount Of \$2,000,000 From The Building Better Communities General Obligation Bond Program, For The Renovation Of Old City Hall, As Approved By The Voters In The November 2, 2004 Countywide Referendum; Further Authorizing The Execution Of All Necessary Documents Related To This Agreement. (Page 133)
(Grants Management)
- C7F A Resolution Authorizing The City Manager Or His Designee To Submit The Following Grant Applications: 1) Edward Byrne Memorial Justice Assistance Grant Program For FY 06/07 Grant Funds, In An Amount Not To Exceed \$70,419, For The Purpose Of Law Enforcement Equipment And Approved Technology; And, 2) Florida Department Of Law Enforcement, Byrne Grant Funds For The Records Improvement Program, In The Amount Of \$10,503, With Matching Funds Required By The City In The Amount Of \$3,501; Appropriating The Grants And Matching Funds, If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To These Applications. (Page 154)
(Grants Management)
- C7G A Resolution Approving And Authorizing The Mayor And City Clerk To Execute A Reconfiguration Planning Phase Agreement With Motorola, In The Estimated Amount Of \$98,744, For The Reconfiguration Of 800 MHz Channels Used In The City's Public Safety Communications System, For The Purpose Of Complying With The Sprint/Nextel Rebanding Mandate (FCC Order FCC 04-168, Dated August 6, 2004 That Modified Its Rules Governing The 800 MHz Band To Minimize Harmful Interference To Public Safety Communications Systems). (Page 159)
(Information Technology)
- C7H A Resolution Setting A Public Hearing To Consider Naming Fire Station No. 4, Located At 7940 Collins Avenue, In Honor Of Leonard "Lenny" Rubin, Who Died In The Line Of Duty In A Building Fire At The Old Carillon Hotel On March 8, 1962. (Page 172)
(City Clerk's Office)
- C7I A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Contractors Pursuant To Request For Proposals (RFP) No. 09-05/06, For Grounds Maintenance Services For Parks And Recreation; Authorizing The Administration To Enter Into Negotiations With The Two (2) Top-Ranked Proposers, Everglades Environmental Care, Inc., And Country Bill's Lawn Maintenance, Inc.; And Further Authorizing The Mayor And City Clerk To Execute An Agreement Or Agreements Upon Conclusion Of Successful Negotiations By The Administration. (Page 175)
(Parks & Recreation)
- C7J A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-262, To Review A Design Review Board Decision Requested By 6000 Indian Creek L.L.C. Pertaining To DRB File No. 19072. (Page 182)
(Planning Department)

C7 - Resolutions (Continued)

- C7K A Resolution Setting A Public Hearing Pursuant To Miami Beach City Code Section 118-262, To Review A Design Review Board Decision Requested By Southpointe Heights L.L.C. Pertaining To DRB File No. 18988. (Page 187)
(Planning Department)
- C7L A Resolution Ratifying A Contract, In The Total Amount Of \$159,030, To McConnell Air Conditioning Inc., To Provide For The Replacement Of Three Air Conditioning Units And Two Condensing Units At The Miami City Ballet Building. (Page 192)
(Public Works)
- C7M A Resolution Ratifying A Contract, In The Total Amount Of \$457,319, To Laumar Roofing Services, Inc., To Provide For The Replacement Of The Roof Of The Miami City Ballet Building. (Page 199)
(Public Works)
- C7N A Resolution Ratifying A Contract, In The Total Amount Of \$39,500, To Pro-Max Paint Corporation, To Provide For Pressure Cleaning, Waterproofing, And Painting Of The Exterior Walls Of The Miami City Ballet Building. (Page 206)
(Public Works)
- C7O A Resolution Ratifying A Contract, In The Total Amount Of \$77,950, To Meggitt Defense Systems/ Caswell, To Provide For The Repair And Replacement Needs Of The Gun Range Training Equipment At The Miami Beach Police Department Building. (Page 213)
(Public Works)
- C7P A Resolution Ratifying A Contract, In The Total Amount Of \$93,000 To FXP Corporation, To Provide For The Replacement Of Three Air Handling Units At The Miami Beach Police Department Building. (Page 220)
(Public Works)
- C7Q A Resolution Approving Two (2) Local Agency Program (LAP) Agreements With The Florida Department Of Transportation (FDOT), In The Amounts Of \$900,000 And \$841,000, Respectively, For The Construction Of The North Beach Recreational Corridor. (Page 227)
(Public Works)
- C7R A Resolution Approving A Third Amendment To That Certain Amended And Restated/Consolidated Lease Agreement By And Between The City Of Miami Beach And The Miami Beach Jewish Community Center, Inc. (JCC), For A Parcel Of Land And Facilities Located At 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, Amending The Agreement To Extend The Time Periods For The JCC To Submit Plans For The Construction Of The Proposed Improvements To The Property; Obtain A Final Building Permit For The Proposed Improvements; And Such Other Changes As May Be Approved By The City Commission Subject To Final Review And Approval By The City Manager And City Attorney. (Page 272)
(Asset Management)

C7 - Resolutions (Continued)

- C7S A Resolution Approving A Lease Agreement Between The City Of Miami Beach, As Tenant, And Palm Court At 23rd Street, Ltd., As Landlord, In The Monthly Amount Of Seventeen Thousand Eight Hundred And Twenty Five (\$17,825.00) Dollars For The Property Located At 309 23rd Street, Miami Beach, Florida, To Be Used By The City For Certain Parking Department Operations, For A Two (2) Year Term, Commencing On July 1, 2006, And Ending On June 31, 2008, During Which Time Development Of Alternate Facilities To Relocate The Parking Department Operations Shall Be Considered; Further Authorizing The Mayor And City Clerk To Execute Said Lease Agreement In Addition To The Rent, Providing For Additional Build-Out Costs Not To Exceed \$70,000 For A Coin Room And Customer Service Area. (Page 279)
(Asset Management)
- C7T A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Proposals (RFP) No. 33-04/05, For Services To Administer And Implement A Post Retirement Health Investment Program; Authorizing The Administration To Enter Into Negotiations With ICMA Retirement Corporation (ICMA-RC) And Nationwide Retirement Solutions (Nationwide); And Further Authorize The Mayor And City Clerk To Execute Contracts Upon Completion Of Successful Negotiations. (Page 288)
(Human Resources/Risk Management)

End of Consent Agenda

Presentations and Awards

- PA1 Certificate Of Appreciation To Be Presented To Captain Lynda Veski Of The Miami Beach Police Department For Her Selection As 2005 Female Volunteer Of The Year At The 2006 National P.A.L. Conference.
(Requested by Mayor David Dermer)
(Deferred from May 10, 2006)
- PA2 Presentation Of The Tourism Hospitality Scholarships To Michelle Milfort, Monica Kakanis, Natalie Koller, Gianina Ghirardi, And Kate Goncalves.
(Tourism & Cultural Development)
- PA3 Certificate Of Appreciation To Be Presented To Attorney S. David Sheffman, J.D., LL.B., For His Valuable Pro-Bono Child Advocacy Representing Abused And Neglected Children In Dependency Court.
(Requested by Commissioner Matti Herrera Bower)
- PA4 Acknowledgement Of The New Generation Youth Leadership And Workforce Institute Program.
(Requested by Commissioner Matti Herrera Bower)

AGENDA ITEM PA1-4
DATE 6-7-06

THIS PAGE INTENTIONALLY LEFT BLANK

COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Purchase Three (3) Trailer Mounted Pressure Washers, From Industrial Cleaning Equipment & Supply, Pursuant To Invitation To Bid No. 25-05/06, In The Amount Of \$35,475.00.

Key Intended Outcome Supported:

Improve cleanliness of Miami Beach rights of way, especially in business areas.

Issue:

Shall the Mayor and City Commission approve the bid award?

Item Summary/Recommendation:

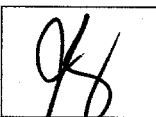
The trailer mounted pressure washers are budgeted replacements for Fiscal Year 2005-2006 and will be funded by the Fleet Management Fund Capital Account. This equipment will be used five (5) days a week by the Sanitation Division cleaning sidewalks, vehicles, street furniture, various equipment, the Beachwalk sidewalk and pedestrian areas. This equipment will be purchased pursuant to Invitation to Bid No. 25-05/06.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
 OBPI	1	\$35,475.00	510-1780-000673	
	2			
	3			
	4			
	Total	\$35,475.00		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director		Assistant City Manager	City Manager
AET	FB	RCM	JMG
GL	AZ		

T:\AGENDA\2006\Jun0706\ConsentPressureWashers Sum.doc



MIAMIBEACH

AGENDA ITEM C2A
DATE 6-7-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **REQUEST FOR APPROVAL TO PURCHASE THREE (3) TRAILER MOUNTED PRESSURE WASHERS, FROM INDUSTRIAL CLEANING EQUIPMENT & SUPPLY, PURSUANT TO INVITATION TO BID NO. 25-05/06, IN THE AMOUNT OF \$35,475.00.**

ADMINISTRATION RECOMMENDATION

Approve the issuance of a purchase order.

FUNDING

\$35,475.00 Funding is available from the Fleet Management Fund Capital Account Number 510-1780-000673.

ANALYSIS

The three (3) trailer mounted pressure washers are recommended to be purchased pursuant to City of Miami Beach Bid No. 25-05/06. All other contracts available to the City of Miami Beach were reviewed but did not include this equipment and specifications.

The pressure washers are budgeted replacements for Fiscal Year 2005/2006 and will be funded by the Fleet Management Fund Capital Account. This equipment will be used five (5) days a week by the Sanitation Division to clean sidewalks, vehicles, street furniture, various equipment, the Beachwalk sidewalk and pedestrian areas.

The equipment listed below has met the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Life To Date Maintenance	Condition
0448	9962	1999	Hydrotek SC3200	\$3,479.27	Poor
0449	9962	1999	Hydrotek SC3200	\$7,141.77	Poor
0450	9962	1999	Hydrotek SC3200	\$2,724.50	Poor

Criteria for replacement of equipment is based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the equipment. The life to date maintenance includes all costs associated with the equipment, including, but not limited to, repairs, routine maintenance, accidents and other damage.

All information related to the equipment is reviewed i.e. age, mileage/hours, maintenance cost, depreciation value, residual value, accident record and overall condition are taken into consideration to determine whether the vehicle should be replaced or can safely remain in the fleet for an additional period of time and still be cost effective to maintain. Fleet Management has detailed maintenance and fuel records on each vehicle/equipment during its life cycle. All deadlined vehicles and equipment are used as a trade-in or sold at public

auction. This process effectively reduces our cost of ownership and completes the vehicle life cycle.

Prior to making an acquisition it is the policy to contact the requesting department to verify the equipment and operating requirements.

After reviewing the above equipment scheduled for replacement, it was determined that they should be replaced. The general policy is to replace "like for like" based on the availability of comparable equipment, in this case the equipment being purchased is comparable to the units being replaced.

Once this process was completed, research was conducted to identify if contract pricing was available and within the guidelines of the City Procurement Policy. All of the contracts including the State of Florida, Miami Dade County and Federal and State General Services Administration (GSA) were reviewed in order to make the decision.

The Department required two (2) units to meet one set of specifications and one (1) unit to meet a separate set of specifications. No active contracts were available to the City of Miami Beach meeting the requirements. Procurement issued invitation to Bid No. 25-05/06, a sealed bid, on May 5, 2006, for the purchase and delivery of three (3) pressure washers, with an opening date of May 24, 2006. Bid Net issued bid notices to nine (9) prospective bidders. Procurement also e-mailed the Bid to two (2) additional prospective bidders, and nine (9) South Florida agencies that have agreed to post the City's Bid documents on their distribution lists.

The Bid resulted in the receipt of two (2) bid submissions, one from Industrial Cleaning Equipment & Supply, and the other from Faitella Enterprises Inc.

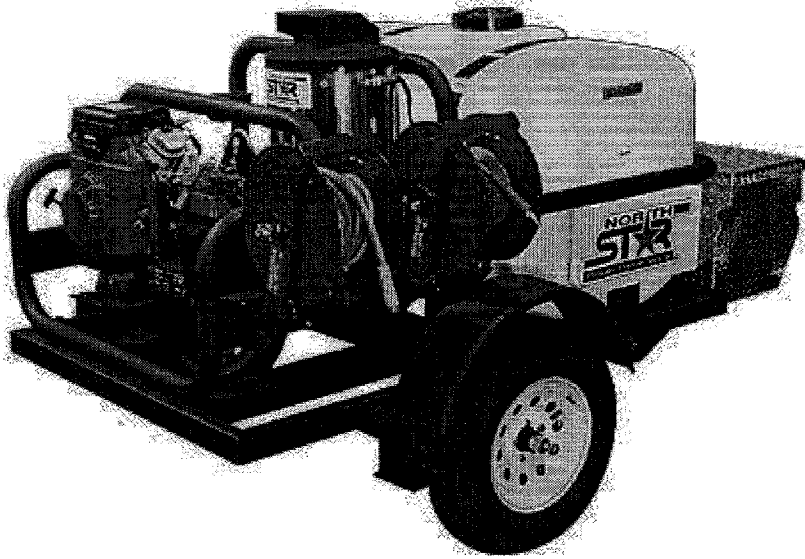
The two bids that were received are as follows:

Bidder	335 Gallon Capacity Pressure Washers	175 Gallon Capacity Pressure Washer	Comments
Industrial Cleaning Equipment & Supply	Unit cost \$12,941.25 x 2 = <u>\$25,882.50</u>	\$9,592.50	Hydrotek Brand
Faitella Enterprises, Inc.	Unit cost \$13,279.00 x 2 = <u>\$26,558.00</u>	\$12,075.00	Landa Brand: 330 Gallon and 200 Gallon Capacity

The pressure washers are to be delivered FOB to the City of Miami Beach Fleet Management Division, located at 140 MacArthur Causeway, Miami Beach, Florida, 33139.

CONCLUSION

The Administration recommends that the City Commission purchase three (3) trailer mounted pressure washers, from Industrial Cleaning Equipment & Supply, pursuant to Invitation to Bid No. 25-05/06, in the amount of \$35,475.00.



THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Request for Approval to Issue a Request for Proposals (RFP) for the Purchase of Single Space Parking Meters for the City's Parking System.

Key Intended Outcome Supported:

Improve the City's overall financial health and maintain overall bond rating and Improve Parking Availability.

Issue:

Should the Commission approve the issuance of a Request for Proposals?

Item Summary/Recommendation:

The Parking System's single space meter plant is composed of electronic parking meter mechanisms purchased in 1998 from POM, Inc. The system is comprised of electronic parking meter mechanisms; handheld units (data transfer); meter manager (software); and smart (debit) card capabilities. At the time, it was a state-of-the-art system. Historically, mechanical parking meter hardware would have of a life of 10-20 years contingent upon its maintenance and upkeep. As technology evolved mechanical meters moved towards electronic parking meters. Technology and associated enhancement move at a much quicker pace turning our existing meter plant, from a technology perspective, obsolete. A debit card that was then dubbed a "smart card" because of its versatility is now obsolete. In fact, Greenwald, our smart card provider has advised us that there are very limited supplies of this type card as it no longer produced. Therefore, we must migrate to an update card system.

This presents another challenge. Our existing electronic meters cannot support a two card system which will be necessary while we migrate to a new more advanced card system. This coupled with the fact that new technology in electronic parking meters provides enhanced processing, security, reporting, operational efficiency, and customer service.

The City's Parking System is comprised of approximately 8,400 metered spaces. Of these, approximately 2,500 have been converted to multi-space pay station spaces at an average ratio of 10:1 (single space meter to pay station). We calculate that this ratio will be consistent through Phase II, which entails another 250 pay stations for a total of 500 pay stations citywide. This leaves a balance of approximately 3,400 single space meter spaces in the system. Therefore, the request for proposals is crafted to request a supply of 4,000 single space meter mechanisms, which included a 15% contingency for inventory purposes.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			



OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Saul Frances ext. 6483 Gus Lopez ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
SF  GL _____	RCM 	JMG 

T:\AGENDA\2006\mar0806\consent\singlespacemeterrrfp.sum.doc






MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: June 7, 2006

SUBJECT: **A REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE PURCHASE OF SINGLE SPACE PARKING METER FOR THE CITY'S PARKING SYSTEM**

ADMINISTRATION RECOMMENDATION

Approve the Issuance of an RFP.

ANALYSIS

The Parking System's single space meter plant is composed of electronic parking meter mechanisms purchased in 1998 from POM, Inc. The system is comprised of electronic parking meter mechanisms; handheld units (data transfer); meter manager (software); and smart (debit) card capabilities. At the time of purchase, it was a state-of-the-art system. Historically, mechanical parking meter hardware would have of a life of 10-20 years contingent upon its maintenance and upkeep. As technology and associated enhancements move at a much quicker pace, our existing parking meter plant is, from a technology perspective, out dated. Our current debit card that was dubbed a "smart card" at that time because of its versatility is now obsolete. In fact, Greenwald, our smart card provider has advised us that there are very limited supplies of this type card as it no longer produced. Therefore, we must migrate to an updated debit card system. This coupled with the fact that new technology in electronic parking meters provides enhanced processing, security, reporting, operational efficiency, and customer service are prudent reasons to upgrade this technology.

The City's Parking System is comprised of approximately 8,400 metered spaces. Of these, approximately 2,500 have been converted to multi-space pay station spaces at an average ratio of 10:1 (single space meter to pay station). We calculate that this ratio will be consistent through Phase II, which entails another 250 pay stations for a total of 500 pay stations citywide. This leaves a balance of approximately 3,400 single space meter spaces in the system. Therefore, the request for proposals is crafted to request a supply of 4,000 single space meter mechanisms, which included a 15% contingency for inventory purposes.

The following is the scope, specifications, and introduction for the single space parking meter request for proposals:

SCOPE OF SERVICES AND INTRODUCTION:

The City of Miami Beach invites Requests for Proposals from qualified manufacturers of single space parking meters for use by the City at various locations. The City anticipates an order of approximately 3,500 parking meters. Single space meters will form approximately 40% of the total metered spaces and 60% multiple space pay stations.

In the following specifications, only a Smart Card or a Debit Card is mentioned as a mode of payment besides Cash, the idea being that the City would continue to "sell" fixed amount (\$25) of City specific Debit Cards to interested parties. However, the City is also looking into the possibility of allowing "a regular credit card" (master card, visa, etc.) for use in the parking meters. An "alternate bid" based on the use of regular credit cards will also be accepted. In such scenario, all other aspects of the specifications would still apply (dual coin operation, LED/LCD displays, data transfer from meters, host PC data updates, meter maintenance tracking, etc.). However, if regular credit cards are offered as payment method, then issues that are specific to their use shall also be addressed successfully. These would be issues like establishing merchant accounts, on-line verification and authorization of credit card transactions, and their seamless "integration" into the data updates, etc. Contractor must be ready to demonstrate that these issues have been satisfactorily resolved elsewhere.

SPECIFICATIONS FOR SINGLE SPACE METERS

1.0 GENERAL SPECIFICATIONS

The fully electronic single space parking meter (here after referred to as Mechanism) must be able to have the functionalities that will allow the user to be able to use a debit card, or smart card or US coins. The Mechanism will have to be capable of operating as part of an integrated management information system that includes a minimum of five 5 modes of communications and programming, including Infrared (IR), Radio Frequency (RF), peripheral port connector and card slot and card adapter port. At least one of the options shall provide communications with the Mechanism at all times without opening the meter housing.

Communications with the Mechanism shall include the ability to set current date and time of day automatically, the ability to load mechanism profiles which include rate, maximum time, hours of operation, the ability to load factory provided coin tables and configuration files, the ability to retrieve meter audit (usage) information since last audit including meter identification, and the ability to retrieve maintenance and payment logs. Communication handheld devices must run on Microsoft CE operating system for transferring information to and from the mechanism in the field. The handheld computer shall support IR or RF and use touch screen technology.

The Mechanism must be constructed of all new materials of high quality and be manufactured in conformance with ISO 9001.2000 standards. The Mechanism must indicate a paid or expired state with no mechanical moving parts.

Incorporate Debit Card technology that conforms to ISO 786 standards. It must meet or exceed National Institute of Standards and Technology Handbook 44, Sec. 5.55, and Florida Department of Agriculture, Division of Weights and Measurements specifications and regulations.

NOTE: To establish the meter's Timer accuracy, a Certificate of Conformance must be submitted from an independent testing lab. The Certificate will attest to the Count Down Timer Accuracy, verifying time purchases of 1 hour and 2 hour, plus 1 additional purchase more than 2 hours, and the Real Time Clock Accuracy attesting that the accuracy is no greater than + or - 0.5 seconds in a 24 hour period. It must remain fully functional in typical urban environment street conditions like excessive heat, humidity, rain, hail, dust, vibrations etc; and in the temperature range of -250 F to +1750 F.

The Mechanism must be modular in construction, with interchangeable components and must be 100% compatible with industry standard parking meter housings.

It shall display a rate plate that shall be visible through the housing window above the coin entry slot.

Activation of the meter shall be accomplished **without** any moving parts, without any handles to turn, and no slides, with a **single** coin slot.

All coin chutes must be interchangeable from one mechanism to another without any need for calibration of the exchanged coin chute.

The main circuit board shall be protected; front and back with die cast zinc or comparable metal material.

The power supply must have the capability to support multiple battery packs in configurations ranging from 3V, 4.5V, 6V, and 9V without changes to any hardware. The useful life of the battery configuration shall be no less than to (2) years from the installation of the battery pack inside of the Mechanism until the battery pack needs to be replaced.

The Mechanism must be User Programmable for variable rates and without the need to purchase any other software.

Expandable architecture must provide interface for future hardware add-ons, and the ability to plug-in to an on-board expansion port.

Software: Software must track Maintenance, Audit, Inventory, Security, Programming of rate changes, hours of operation etc. Allow Infra Red Communications (IRED) and/or RF to Mechanism. Allow downloading audit and other data into host PC and automatically synchronize time on Mechanism.

DETAILED SPECIFICATIONS

A. Hardware

1. Materials used must be of the highest quality, new and unused, with emphasis placed on workmanship and durability, with an absolute minimum of plastic. Any mechanism that uses self-tapping screws into plastic will be rejected. Any mechanism constructed with unencased or exposed wires/cables will be rejected. The mechanism must be modular in construction and its components must be interchangeable without special tools. All electronic connections must be constructed in such a manner as to be connected one way only.

2. Activation of the meter will be accomplished without any moving parts, no handle to turn, no slides to push, and equipped with a single coin chute. All coin chutes must be interchangeable from one mechanism to another mechanism without any need for calibration

of the exchanged coin chute, be easily removable or serviced in the field without the use of special tools, and designed so that there are no requirements for a shield or other such device.

3. The Mechanism must be fully compatible with industry standard parking meter housings, and the rate plate must be visible through the housing window above the coin entry slot.

4. The Mechanism must be able to discriminate coins with no mechanical or moving parts. All coins shall be inserted through a vandal resistant, heavy-duty stainless steel coin

5. Service personnel must be able to clear the coin chute very easily; most coin jams should be cleared in 1-2 minutes without the need to disassemble the unit or special tools.

6. Mechanism shall be waterproof certified and tested under ML STD 810E against blowing dust.

7. Radio Shielding: The Mechanism shall be certified to EN55101 and IEC801-2 for immunity to EMC and ESO emissions. It shall be able to withstand a 4-foot drop to concrete.

A. Mechanism shall come equipped with an Infra Red Communications Port to communicate with the Portable Data Terminal and/or Radio Frequency (RF), peripheral port connector a card slot and card adapter port.

B. Front Display

1. Use LCD and LED technology. When in service, display four (4), 1/2" high digits to show hours and minutes and dollars and cents used separated by a colon. When time is expired it must display "0:00"

2. Display the words **Out of Order** when unit is jammed or has a malfunction and an international symbol for "No Parking".

3. Mechanism shall be a high contrast and high visible Liquid Crystal Display (LCD) and have the programmable ability to provide a Light Emitting Diode (LED) type backlight for nighttime operation. The duration of time for the backlight shall be programmable and shall be activated upon the insertion of a card or coin.

4. The LCD shall independently display or flash the following:

Hours – colon – minutes
Coins Only
Cards Only
Out of Order
No Parking
Low Battery
Invalid Coin Indicator

5. Display a symbol to show Expired Time.

6. Program mechanism to display **Cards Only** when coin chute is detected as jammed or non-functioning.

7. Mechanism to have the capability to display **Coins Only** when the card reader is determined to be non-functioning.

8. Programmable option that will allow for the display of the value of the coin inserted before displaying the purchased time.

C. Rear Display

1. Use LCD and LED technology.

2. Must be highly visible in low ambient light conditions and may display the identical information as the front display.

3. The LCD shall be able to display solid red, black or silver, or alternatively flashing solid red, black or silver in synchronization with the front background. The words **Expired** and **Out Of Order** shall be displayed as silver text on a red background, red text on a silver background or silver text on a black background.

4. Display International No Parking symbols on each side of the display, during no parking periods if programmed for such.

5. The background, words and symbols shall be independently displayed, not displayed, or flashed. The text or icon may be able to flash on or off without the background flashing.

D. LED Display

The mechanism must be equipped with (1) or more LED's visible from both sides of the mechanism, from a distance of 60 feet during hours of darkness. The red LED for expired time and the green LED for valid time must flash at approximately one (1) second intervals.

E. LCD Display

The liquid crystal display will be constructed with the appropriate polarized lens so as to prevent fogging (normally caused by high heat and, or direct sunlight.) During the normal life span of the mechanism, any unit deemed unserviceable because of de-lamination or fogging will be replaced at no cost to the City of Miami Beach. The front LCD will have a back light feature for nighttime visibility, programmable for time of day, duration, and be activated by coin/card insertion. Display shall flash on and off when time has expired. . It shall display **Out of Order**, and flash "On" and "Off" at a rate to be determined.

F. Instruction Plates

1. The replaceable rate plate must be visible through industry standard flat face dome, and located above the coin entry slot.

2. The housing operating instructions for the mechanism must reflect the procedures to be used with the debit card, credit card and/or coins. These instructions must be permanently attached to the mechanism housings. In addition, each Mechanism must display the maximum amount of time that can be purchased, i.e., two (2) hours max, one (1) hour max, etc. The instructions are to be affixed just below the LCD, and visible through the dome.

3. Housings currently used are Duncan's Model 95 single and Model 60 single.

G. Battery

1. The Mechanism must have the capability to support multiple alkaline battery packs in voltage configurations ranging from 3V to 9V without changes to the hardware.

2. It shall be capable of functioning for a guaranteed period not less than twenty-four (24) months, from the time the battery pack is inserted into the Mechanism, when configured with standard power consumption options. It shall be equipped with auto power off when idle for a pre-set amount of time.

3. Must be able to remove the battery without tools and while the battery is disconnected the

mechanism must hold all accumulated data, for a period of time normally associated with a battery change. The battery connector must be of the highest quality, standard T – snap waterproof battery connector or other City approved waterproof connector.

H. Temperature and Weather

1. The mechanism must be fully functional in extreme weather conditions from -25 F to + 160F.
2. The mechanism must remain fully functional in a high humidity environment, 90 degrees F relative humidity. Also, mechanism must remain fully functional regardless of street conditions such as, rain, grime, light conditions, normal street vibrations or electronic interference.

I. Coin Acceptance and Discrimination

1. The mechanism must be programmable and accept any standard USA coin except the penny. It must accept a designated token, if desired. It must accept coins through a single removable stainless steel slot that is vandal resistant and easily replaceable. This coin slot must be designed so as to expel water.
2. The coin entrance shall screen out all bent and oversized coins. It shall be designed to allow for the detection and quick removal of foreign objects.
3. The coin chute shall be able to be replaced easily in the field and be interchangeable without the necessity of recalibration.
4. The coin chute shall be constructed so as to inhibit the retrieval of deposited coins attached to wires, strings or other means of attachment so as to prevent the coin from actually be deposited.
5. The coin chute shall have a sensing and discrimination mechanism and a proximity sensor to activate the mechanism once a coin is inserted. The chute shall be easy to inspect without disassembly or removal of covers. The chute shall be designed as to allow the technician to inspect the entire coin path by looking down the top of the chute, and the chute must be designed to allow easy removal of foreign objects.
6. The mechanism must be able to detect and indicate when it has a non-metal jam.

J. Internal Time Keeping

1. The Mechanism will have a 365-day calendar real time clock. The clock must have back up power supply to preserve memory. It shall be programmable to allow automatic and perpetual daylight savings time change features.
2. The Mechanism must track the day of the week and the day of the week shall be displayed. When the Mechanism is reset, it shall display time of day, day of week, date and battery voltage. The Mechanism shall retain date and time settings during battery replacement.
3. The Mechanism must be capable of implementing multiple rate structures, which may apply to different rates for different times and dates.

3.0 DEBIT CARD / SMART CARD

A. Mechanisms must support a debit card or smart card method of payment. This card must have a Debit Chip and microprocessor for card acceptance and discrimination.

The debit card and microprocessor used in the single spaced meters must also be able to function in existing multi-spaced pay station; a debit card interface placed in a garage/surface lot facility; a debit card interface to be used as an "In-Car Meter" application; and in a transportation model for a shuttle circulator so as to allow the user to be able to select where he/she chooses to park and/or ride within the City's parking areas using the same debit card. All devices and interfaces must have the ability to successfully accept and process two debit cards systems. An option must be provided for acceptance of both existing and proposed debit cards for all aforementioned applications.

B. The debit card shall be capable of being programmed to any value in increments of \$1 and have security codes to prevent unauthorized duplication of cards. This card shall be of the type that it can be rechargeable/re-loadable with values in increments of \$5.00. Another disposable type of card may also be used in the system with pre-programmable values of \$5, \$10, and \$25.

C. The Mechanism must be equipped with a card receptacle clearly visible from the front of the meter, embossed to show direction of insertion. The entrance slot for the card must be sufficiently narrow enough to allow insertion of an authorized card, but prevent the insertion of a coin.

D. Card reader must have a life cycle of approximately 150,000 insertions.

E. Must default to **Coins Only** display whenever the card reader is obstructed. This obstruction shall not render the meter inoperable.

F. The smart card/ debit card shall have printed instructions, and City logo.

G. The card shall function on the Single Insertion method in which, the dollar value remaining on the card is first displayed, from then on, as long as the customer holds the card inside the slot, it automatically starts decreasing the remaining value until desired time is purchased (customer pulls the card from slot), or, maximum parking time on the meter (dollar value) has been reached, or, the total card value has been exhausted. The Mechanism shall display **Full**, when maximum amount of time has been purchased.

H. The card contacts shall be short circuit protected and current limited.

4.0 DEBIT/SMART CARD READER

A. All mechanisms are to be equipped with a Debit Card/ Smart Card Reader applicable to smart card technology. Mechanism frame should include molded instructions to indicate which way the smart card should be inserted.

B. The smart card reader must have an opening that will allow foreign objects to be cleared in 3 minutes. It shall be a plug-in application and replaceable without the use of tools.

C. It shall meet the following debit system specifications:

1. Microprocessor debit card system using encrypting algorithms as security against

fraudulent manipulation of data.

2. Must be able to be programmed to accept a variety of standard ISO 7816 cards, including but not limited to GM416, GPM896, or other compatible cards. The Mechanism shall also be programmed to accept payment by microprocessor-type smart cards.

3. Cards that are encoded and dedicated for the sole use of the City of Miami Beach

4. In the event of reader malfunction or vandalized, the Mechanism must remain operable and accept coins and display **Coins Only** message.

D. All rechargeable debit cards sold to the public must have the capability to refund unused amounts of time back to the same debit card.

E. The mechanism shall be capable of supporting an on-board Secure Access Module (SAM) for card payment requiring active authentication as security against fraudulent card usage.

F. The City desires that the debit card be embossed or encoded with a user identification number, such as card 20, and that upon the user inserting the card in any of the Debit/Smart Card Reader devices, whether in a single space meter mechanism, a multi-spaced meter card reader, a garage facilities card reader, or a shuttle reader, that the reader capture the card number so that the City can retrieve when, where the card was used and the purchase of time for that insertion and refund to card transactions. All of which would be stored in a payment transactional log that would hold a minimum of the last 200 card payments. The City desires to track the usage demographics of the cards and any other relevant information that may show parking patterns.

G. All debit card readers must be capable of reading, transacting, and processing, at a minimum, two debit card applications. This will be necessary in order to have a seamless transition from one debit card application to another. For example, the City's current debit card will need to be accepted along with the new debit card application proposed by the successful proposal in order to migrate to a new debit card system.

5.0 COMMUNICATIONS AND DATA TRANSFER

A. A portable or hand held data terminal shall be used to communicate with both the mechanism and with the Host PC. It shall run on a Microsoft Windows CE operating system for transferring data to and from the mechanism in the field. The handheld unit shall support appropriate communications device (RF or IF) and use touch screen technology.

B. All communication modes shall send and receive data, only from authorized communication devices. Each communications session with the mechanism will automatically update the current date/time on the mechanism.

C. All functions available to the PDT shall also be available to the Host PC.

D. The Office Management Software system must be able to communicate with the PDT and downloading of data from the PDT to the Host shall be easy and transparent.

E. The PDT shall be capable of being programmed for parking rates at different times of the day, different days of the week, and hours of operation etc., for Inventory, Security, Maintenance, and Audits.

F. Once programmed, it shall be possible to hold the PDT close to the Mechanism and have a mutual data transfer between the two audits and maintenance data from the Mechanism to the PDT, rate change and other programmed data from the PDT to the Mechanism.

G. Swapping Meters:

Whenever there is a need to swap meters, all data transfer shall be controllable from the PDT. If the mechanism to be replaced is unable to respond to queries or data transfers, condition must be noted on PDT.

6.0 INFRA-RED / RADIO FREQUENCY COMMUNICATION

A. The mechanism must be fully programmable through a hand held data terminal, using an infrared (IRED) or radio frequency (RF) wireless communication technology.

B. Transfer of data will meet minimum standards, not to exceed (3) seconds for audit data and (10) seconds for re-programming.

C. The infrared (IRED) or radio frequency (RF) port must recognize and verify commands from an authorized hand held terminal only from a distance of 3" - 8" inches and within a 45 angle of the data terminal, in addition it must disregard all other electronic signals.

7.0 METER TRACKING SOFTWARE AND DATA TRANSFER

The software used to track the meter functions will include, but not be limited to, the following:

1. Programming, rate change, hours of operation, etc.
2. Inventory (meter serial numbers)
3. Audits (with meter serial numbers)
4. Maintenance
5. Backup Data
6. Restore data
7. Re-index the database
8. Security

8.0 HOST PC HARDWARE AND SOFTWARE

To effectively support the software package, and fully utilize the capabilities of the mechanism, an up to date desktop computer will be needed. This computer should be Intel based, **IBM compatible configured**, as follows:

NOTE: The hardware configuration given below is to provide a guideline only. Bidder should provide whatever configuration is the latest available with the manufacturer.

400 MHZ Intel Pentium processor 2 buffered serial ports
1ECP parallel port
Pipeline cache Microsoft mouse
Dual EIDE PCI controller 2-internal/1 external 3.5" drive bay available
3.5 1.44 MB diskette drive 2 external/2 5.25" drive bays available
Integrated 64-bit PCI video adapter (64V+) 2 SIMM slots available
Integrated sound card
Integrated 3 COM 10 Base-T Ethernet adapter 10/100
64 MB EDO RAM (1 DIMM) 104 keyboard

4.3 GB EIDE hard drive MS Windows 95
17" non-interlaced .25 mm dot pitch color monitor, Harmon Kardon HK195 Speakers
(Max. resolution 1280 x 1024) 512 KB Cache
3 year warranty (parts & labor) next business day on-site service-internal
8 MB DRAM Video memory
32 x or higher CD-ROM IDE
External US Robotics 56 Kbps modem
HP Laser Jet 1120 CSE Color Printer with 1 MB RAM 6.5 pages per minute (black)
150-sheet letter paper tray - (letter or legal)
26 True Type Scalab fonts
600 x 600 DPI resolution (black)
600 x 300 DPI resolution (color)
4.5 page per minute (color)
1EEE - 1284 Parallel cable

A. All functions and options available on the PC shall be available on the PDT and vice versa. Downloading of data from the PDT to the PC shall be easy and transparent.

B. The software shall track all data as mentioned in the Meter Tracking Software and Data Transfer Section above. In addition, it should allow purging of Data, Manual Entry/Adjustments of invalid data, records and personnel data.

C. Reports: Software shall have ability generate following reports:

Revenue by Location, Zone, and Collection Route
Maintenance by Mechanism Serial Number, and Inventory Location
Audit Activity
Maintenance Activity
Inventory Activity
Programming Activity

D. Ability to track revenue from the pre-paid card system separately from coin revenue at the PC level.

9.0 In-Car Meter Solution

An "In-Car Meter" solution shall be included as a component of the proposal, defined as a device that may be sold or leased to a user, by the City, and shall have the following capabilities:

- (a) Shall be a self-contained unit with dimensions consistent for display purposes from a vehicle's rearview mirror or comparable location.
- (b) Shall have a digital display that clearly displays the count down of time decremented from a smart card and is clearly visible day or night from within reasonable proximity of a vehicle.
- (c) Shall have the capability to be programmed to allow for multiple zones (time limits) and multiple rates (fees).
- (d) Shall have the ability and capacity to support and accept two debit 'smart' card applications that would allow for transition from one card type to another.
- (e) Shall have the ability to allow for a "refund" feature for smart card use for unused time.

10.0 TRAINING

Training in the use of the PC based software, and in the proper use of the data terminal will be provided at the City of Miami Beach for the length of time is necessary, but at least a minimum of one (1) week to ensure all personnel assigned to use the equipment are competent in their use. Printed manuals shall be provided. The bidder may choose to train the City employees at the bidder's facility but all cost associated will be borne by the bidder.

11.0 WARRANTY

The minimum warranty period shall be two (2) years from date of delivery. During the warranty period, the City of Miami Beach will not bear any shipping charges for any component needed to replace a non-functioning component. During the warranty period, any upgrade/improvements to any components will be made available to the City at no cost, or at the bidder's cost less any mark-up for profit.

12.0 PRICE LIST

Provide current price list of all manufacturer spare parts that the city may purchase after the warranty period for a period of three (3) years from date of initial delivery.

13.0 GUARANTEED PURCHASE PRICING

As indicated above, the City anticipates that after the initial order is let, the City may purchase additional single space meters over the next three (3) years after the initial date of delivery. As such, the City desires that the successful bidder guarantee that subsequent purchases up to three (3) years from the original date of purchase, be at the same cost per meter mechanism as the originally submitted price. Further, the City is cognizant that advances in meter technology are continuing, therefore the City requires that the successful bidder provide the City, at the City's request, and at the bidder's net costs, any new technology or new versions that will expand or improve the meter mechanisms purchased under this RFP for a period not less than five (5) years from original delivery date.

An Evaluation Committee will be established to review and evaluate all responsive proposals, taking into consideration the evaluation factors set forth below:

- Responsiveness of the proposal related to the scope of work.
- Ability, capacity, and skill of the proposer to perform the services on a timely basis.
- Responses of the client references.
- Experience and qualifications of the business and individual members of the business in accomplishing similar services.
- Cost Proposal.
- The sufficiency of financial resources and ability of business to perform the contract.

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of an RFP (Request for Proposals) for purchasing single space parking meter mechanisms for the City's Parking System in accordance with the minimum requirements; qualifications; scope of services; and specifications outlined herein.

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Request for Approval to Issue a Request for Proposals (RFP) to Provide Unarmed Security Guard Services.

Key Intended Outcome Supported:

To increase resident rating of public safety services.

Issue:

Shall the City Commission authorize the issuance of a Request for Proposal (RFP) for Security Guard Services?

Item Summary/Recommendation:

The purpose of this RFP is to establish a contract for providing two different levels of Unarmed Security Guards for the City of Miami Beach (the "City") for a three-year period.

The Mayor and City Commission at its March 16, 2005 meeting awarded a contract to Internal Intelligence Service, Inc., as the Successful Proposer to provide unarmed security guard services for an estimated annual amount of \$1,915,200, pursuant to Invitation to Bid No. 46-03/04.

The City's Contract Administrator on this project, Cornelius "Tim" O'Reagan, submitted the attached annual report, which characterized Internal Intelligence's performance as "less than satisfactory". Based on said report and other complaints received, the Administration hereby recommends that the RFP be issued to find a replacement contractor.

The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:

- A. Experience and Qualifications of Proposer (30 points)
- B. Experience and Qualifications of Management Team (20 points)
- C. Past Performance based on Client Surveys (10 points)
- D. Ability, Capacity, and Skill of the Proposer to Perform the Contract (10 points)
- E. Cost (20 points)
- F. Risk Assessment Plan (10 points)

ACCEPT THE CITY MANAGER'S RECOMMENDATION.

Advisory Board Recommendation:**Financial Information:**

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL <u> </u> CO <u> </u>	DD <u> </u>	JMB <u> </u>

T:\AGENDA\2006\jun0706\consent\Security GuardsSummary.doc



MIAMI BEACH




MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: June 7, 2006

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSALS (RFP) TO PROVIDE UNARMED SECURITY GUARD SERVICES.**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of an RFP.

ANALYSIS

The purpose of this RFP is to establish a contract for providing two different levels of Unarmed Security Guards for the City of Miami Beach (the "City") for a three-year period. The contract will commence 30 calendar days after the award by the Mayor and City Commission, and shall remain in effect for a period of three (3) years, unless terminated by the City. Providing the Successful Proposer will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional three (3) years, on a year-to-year basis, at the sole discretion and option of the City.

The Mayor and City Commission at its March 16, 2005 meeting, awarded a contract to Internal Intelligence Service, Inc., as the Successful Proposer to provide unarmed security guard services for an estimated annual amount of \$1,915,200, pursuant to Invitation to Bid No. 46-03/04.

The City's Contract Administrator on this project, Cornelius "Tim" O'Regan, submitted the attached annual report, which characterized Internal Intelligence's performance as "less than satisfactory". Based on said report and other complaints received, the Administration hereby recommends that the RFP be issued to find a replacement contractor.

The scope of services and minimum requirements for the Unarmed Security Guards RFP are as follows:

LEVEL I UNARMED SECURITY OFFICER

- a. A minimum of 40 hours of training as required by the State of Florida Department of Licensing pursuant to Section 493.6123 (1) F.S., and must possess a Florida Class "D" License and a minimum of 16 hours of site-specific training at their assigned post.
- b. Specialized training, as requested by the City of Miami Beach Police Department, on an as needed basis per post assignments (e.g. building evacuations, hurricane evacuation, training, traffic control, etc.).
- c. Pass a Florida Department of Law Enforcement (FDLE) criminal background check.
- d. Ability to write a report to document incidents as required.
- e. Ability to follow all the terms and conditions in the City of Miami Beach Post Order Bid Manual.

- f. Ability to speak English (multilingual desirable) and write all reports in English.
- g. Ability to communicate, provide information, and gives directions in a courteous matter to tourists and residents.
- h. Pass a drug screening test.

LEVEL II UNARMED SECURITY OFFICER

Possess **all** the requirements of a Level I Security Officer in addition to the following:

- a. Ability to respond to and take command of emergency situation.
- b. Ability to provide effective access control and maintain a safe and secure environment.
- c. Ability to provide protection with professionalism.
- d. Ability to provide a professional level of personal interaction services.
- e. Trained and certified in first aid and rendering Cardiopulmonary Resuscitation (CPR).
- f. Physically capable of pursuing and detaining individuals who have committed criminal acts.
- g. Have a minimum of 6 months of security officer experience, law enforcement or equivalent military training.

Successful Proposer will be responsible for advertising and recruiting help, preparing paychecks, payroll taxes, Social Security and Withholding taxes, preparing W-2's, Unemployment and Workmen's Compensation claims and liability insurance. The obligation of the City of Miami Beach will be solely to compensate the Successful Proposer for the number of hours provided monthly in accordance with the contract price schedule. The Successful Proposer will provide a Schedule of Values/Payment Schedule to the City's Contract Administrator for review and approval, prior to the commencement of work.

Safeguards for the City's protection have been made a part of this new contract. A Performance and Payment Bonds, each in the amount of \$100,000, along with an Employee Dishonesty Bond in the amount of \$25,000 will be provided by the Successful Proposer. Additionally, the City reserves the right to deduct payment(s) in an amount specified in the bid/contract documents for either non-qualified security guard, and/or for unsatisfactory performance in accordance with the specified Terms and Conditions of the RFP.

CONTRACT REQUIREMENTS

Successful Proposer will provide:

- A minimum of one (1) roving shift supervisor equipped with an automobile on duty within the City limits of Miami Beach at all times. This supervisor will be able to respond to any site within 15 minutes. A list must be submitted in writing, identifying the name(s) of each roving shift supervisor, and all security personnel under their supervision, to the Miami Beach Police (MBPD), Contract Administrator.
- A written street/park lighting report, where applicable, forwarded to the Miami Beach Police Department within 48 hours of any "lights out" occurrence.
- All drug screening, background checks, and psychological testing of employees assigned to Miami Beach posts at the Successful Proposer's expense.
- All sensors/readers at contracted posts to ensure that security officers are making required rounds at assigned frequencies and times and provide a weekly computerized printout downloaded from sensors installed at each post to the Police Department. The location of the sensors will be submitted to the MBPD for approval.
- A supervisor, who will be required to meet with the MBPD authorized representative, upon request.

- All uniforms, radios, firearms, rain gear, traffic vests, tools and equipment necessary to perform the required security services in accordance with the bid documents.
- Uninterrupted services under all conditions, to include but not limited to the threat of a strike or the actuality of a strike or the actuality of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate.
- Compliance by their personnel assigned to City of Miami Beach posts with the Security Contractor's Post Order and Rules and Regulations Manual.
- Any holiday and sick-time pay to assigned personnel.
- A written quarterly statistical analysis report of security incidents forwarded to the City of Miami Beach Police Department on a quarterly basis.
- Certify in writing, the names of all employees who will provide security services to the City of Miami Beach, of which will have a valid Florida Armed Security Guard Licenses (D) and G). Copies of State license(s) will be kept in employee personnel file for immediate viewing if necessary and produced in hard copy within five business days (excluding weekends and holidays) upon receipt of request from the MBPD.

The City reserves the right to take any action necessary to ensure that the security forces are fully staffed in order to protect the City of Miami Beach property, personnel, and assets.

This may include contractual arrangements with other contractors for the purpose of obtaining additional resources in the event that the Successful Proposer cannot perform. If such arrangements are deemed necessary, then the Successful Proposer may, at the sole discretion of the City of Miami Beach, be terminated, and any cost incurred by the City of Miami Beach may be withheld from funds owed to the Successful Proposer.

The City of Miami Beach reserves the right to an employee from a duty assignment, and /or bar the employee from further service under this Contract.

RECORDS

The Successful Proposer will submit all invoices to the City of Miami Beach containing an itemized employee time record, to include the employee name and hours worked/shift, for the time

period identified on the invoice. The computerized printout from the downloaded sensors will accompany the weekly invoices. These printouts will be the same date and time frame of the submitted invoices.

All correspondence, records, vouchers and books of account insofar as work done under this Contract is concerned, will be open to inspection, by an authorized City of Miami Beach representative, during the course of the Contract and for a period of two (2) years after expiration of the Contract.

The Successful Proposer will maintain accurate and complete records of personnel criteria, training criteria and biographical data of all personnel affiliated with this Contract. The Successful Proposer will keep on file a separate personnel file for each employee employed under the Miami Beach contract. This file will specifically, along with the above mentioned criteria, include;

- Personal information of the employee, sex/race/ dob/ and social security number.
- Copies of Florida Drivers license and security guard class "D" license.
- Proof of successful Background check, Drug screen, and Polygraph examination.
- Copies or notification of all discipline actions taken by the vendor or City of Miami Beach. This will include all verbal or written documentation of warnings or discipline.

The City reserves the right to perform audit investigations of the Successful Proposer's payroll and related records of employees assigned to the City of Miami Beach to ascertain that such employees' records indicate payment received for the specific hours worked for the City. Such audit will be at the discretion of and at the option of the City.

Successful Proposer will be required to surrender any records in its possession nor submit any records which do not contain information concerning hours worked and payment received based on the contractor's invoices to the City of Miami Beach.

All required documentation and personnel files will be readily available for inspection by any authorized City of Miami Beach representative, during initial research and during the course of this Contract. Failure to have the required documentation will be deemed as non-compliance to the Terms and Conditions of the contract.

Each guard must have their individual "D" and "G" license in their possession while performing work for the City of Miami Beach, and if operating a vehicle have a valid driver's license.

Work Force and Work Assignments

Unarmed security guards will be provided to work various locations, including patrolling numerous City of Miami Beach facilities. All Security Guards will be required to carry 2-way radios and electronic scanner wards unless specifically exempted by the City of Miami Beach Contract Administrator.

Regular Security Officer Duties

1. All security personnel furnished by the Successful Proposer to Miami Beach will be required to monitor the facilities by walking the Facility, riding a golf cart and/or whatever other means the City of Miami Beach considers best for each facility and/or location.
2. All security personnel furnished by Successful Proposer to the City of Miami Beach will provide all phases of building and personnel security, personal property protection and vehicle protection, both within and out of the facility. This will include, but not limited to, making rounds and clock rounds of assigned areas and key locations; checking lights; assuring locks of gates and doors.
3. The Successful Proposer's personnel will take proper steps to prevent unauthorized entrance and access to the Facility or contents thereof.
4. While fulfilling regular security duties, Successful Proposer's personnel may detain any person using reasonably necessary measures, in or about the premises, until said personnel is able to turn such person(s) over to the police.
5. Reporting in detail daily reports to employee's Supervisor verbally and in writing, in a prescribed manner, regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift of all unusual situations and circumstances. Such daily reports will be submitted to the City of Miami Beach on a weekly basis.

6. Conducting and/or undertaking initial incident investigations and submitting appropriate detail reports to the City of Miami Beach without undue delay. Special incident reports will be submitted to the City of Miami Beach the following business day.
7. All security personnel furnished to City of Miami Beach will give instructions or information to visitors upon request, or direct them to the appropriate administrative office if any questions cannot be answered. Security personnel will, escort from time to time, patrons to their vehicles at patron's request.
8. Utilizing their two-way radio, security personnel must contact their supervisor or their base station, which can contact and dispatch police if the need arises.
9. The Successful Proposer and their assigned personnel will follow all terms, conditions, and procedures as outline in the attached "Post Orders for the City of Miami Beach Security Guard Contracts.
10. Responding to alarms, suspicious activities, fires, injuries, security incidents or any emergency situation.
11. Performing any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security officer's responsibilities.
12. The Successful Proposer will provide an adequate supply of flashlights and batteries, raingear, uniforms, clipboards and any other personnel equipment required for the Security Guard to perform their duties.
13. The Successful Proposer will provide all related forms, pencils, pens and miscellaneous office supplies.
14. All equipment utilized by the Successful Proposer in the execution of this contract shall be maintained by the Successful Proposer.
15. All Successful Proposer personnel will read, understand and follow the attached "Post Orders for the City of Miami Beach Security Guard Contracts.

Supervisor Duties

The Successful Proposer's supervisor in charge of its employee(s) to the City of Miami Beach shall:

1. Review the day or night activities and report in writing to the proper City of Miami Beach authorities any unusual incident.
2. Insure proper inventory of keys, electronic key cards and supplies.
3. Coordinate with proper City of Miami Beach designees all security operations and services for regular and event assignments to insure that all are properly staffed. In some instances, this requires daily contact with City of Miami Beach staff to learn of authorized activities.
4. Conduct daily visual inspection of assigned personnel verifying all post are manned and all security guard are fully equipped and in proper uniform. Additional locations may be added and some existing locations may be deleted from service requirements.
5. Install scanner buttons where directed by the City of Miami Beach Contract Administrator.
6. Provide weekly downloads of all the City of Miami Beach Posts where scanner buttons are installed. The downloaded information will accompany the weekly invoices.

Service Locations and Assignment Hours

See Attachment B - "Post Orders for City of Miami Beach Security Contracts" for locations/shifts requiring service. It will be the sole discretion of the City of Miami Beach as to locations, number of guards, and hours of services needed. The City of Miami Beach reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.

Overtime

No overtime for either regularly scheduled or special event guards will be paid by City of Miami Beach for security personnel supplied by the Successful Proposer unless pre-approved by the City of Miami Beach Contract Administrator.

Personnel Probation

The City's Contract Administrator or designated representative personnel may observe each employee of the Successful Proposer for a period of thirty (30) consecutive days. If during this probation, the City of Miami Beach is not satisfied with the performance of that employee, the City of Miami Beach will notify the vendor of such performance and the vendor will replace such employees immediately.

Additionally, the City of Miami Beach reserves the right to demand in writing that the Successful Proposer relieve an employee from a duty assignment, and/or ban the employee from further service under the contract, at the sole discretion of the City of Miami Beach.

Personnel must not be employed by the Successful Proposer under the Contract if they have currently or have in the past been involved in:

- a. Military conduct resulting in dishonorable or undesirable discharge.
- b. Any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record.
- c. Personnel employed by Internal Intelligence to provide services for the City of Miami Beach must successfully complete a polygraph examination, to be conducted at the Successful Proposer expense, prior to assignment, and whose minimum testing parameters will include:
 1. Nature of discharge from military service.
 2. Substance abuse (drug and alcohol).
 3. Child abuse and/or molestation.
 4. Convictions (misdemeanors and/or felony).
 5. Dismissal other than layoff.

Uniforms

All security personnel furnished to the City of Miami Beach will be well groomed and neatly uniformed. Each guard supplied by the Successful Proposer will wear a nameplate bearing the guard's name. Successful Proposer's name will appear either on guard's nameplate or as a patch on guard's uniform. Uniforms will be readily distinguishable from the City of Miami Beach Police uniforms.

Training

The Successful Proposer is required to provide training to all field personnel in order that the City of Miami Beach may be assured said personnel are capable of assuming the responsibilities of respective assignments.

The cost for such training will be considered as a part of the Successful Proposer's operational expenses and should be considered when proposing overall hourly rate. The time spent by staff in such a program, though required, is not billable to the City of Miami Beach. All security personnel

6. Excessive hours on duty (more than 10 hour shift not approved in advance by the Contract Administrator);
7. Assigning any guard previously suspended from duty by the Contract Administrator;
8. Failure to follow all Vendor Rules and Regulations; and
9. Incidents where Vendor Rules and Regulations where discipline was insufficient.

Violations that may result in a fine include but are not limited to those listed below. Fines imposed will be **\$100.00** per infraction.

Security Officer Violations:

1. Inappropriate behavior (reading, lounging, inattention, etc.);
2. Failing to make a report promptly;
3. Improper clock rounds;
4. Failing to follow post orders;
5. Improper or badly soiled uniforms;
6. Acts of theft or vandalism; and
7. Failure to adhere to City of Miami Beach policies, procedures and locations guidelines.

Security Officer Significant Violations (\$250.00):

1. Late for duty;
2. Sleeping on duty;
3. Abandoning post;
4. Participating or attempting to; in any criminal act; and
5. Any action that would cause the City harm, physically, financially, or in repetition.

Repeated violations of any type at the same location will be taken as proof of a general incapacity on the part of the Successful Proposer to perform in accordance with contract requirements.

PRE-AWARD INSPECTION OF FACILITY

The Successful Proposer will have the personnel, equipment and organization necessary to satisfactorily provide the services required in this contract to include, but not limited to:

- * Performing required background checks on all guards and to provide all required training and supervision. Successful Proposer will provide written documentation, which states in detail, that these requirements have been met, prior to the assignment of security personnel.
- * Radios are to be utilized by all assigned security personnel.
The Successful Proposer will maintain a South Florida office with supervisory personnel reachable by telephone (only) on a 24-hour basis.

COMMUNICATION SYSTEM

The Successful Proposer will be responsible for the following:

1. HAND-HELD RADIOS

Two-way hand-held radios, licensed for use by the Federal Communications Commission (FCC), will be provided by the Successful Proposer to all on-duty contract security officers and supervisors as required unless otherwise accepted by the City of Miami Beach Police Department Contract Administrator.

2. SUCCESSFUL PROPOSER CENTRAL DISPATCH

The Successful Proposer will provide a centralized dispatching service through use of a stationary base station manned by experienced personnel on a 24-hour per day basis, to include

a taped back-up system. A mobile transmitter/receiver, operated by field personnel, **will not** be considered sufficient to adequately provide such service. Successful Proposer personnel must be available at the Central Dispatch Station who has the ability and authority to take immediate action on behalf of the Successful Proposer, as required.

The Successful Proposer will provide the names, with all pertinent information of these assigned personnel, to the City's Contract Administrator.

SYSTEM QUALITY

The Successful Proposer will at all times, have high quality radio communications (transmitting and receiving). The Successful Proposer will be totally responsible for providing and maintaining required system quality, as follows:

1. The Successful Proposer will provide/lease a network of transceivers and repeaters of sufficient strength and capacity to service all sites specifically identified in this Invitation to Bid.
2. The Successful Proposer must provide/lease an exclusive radio frequency operated exclusively by the Contractor. Radios will have printout identification and emergency capability.
3. The Successful Proposer must implement a program of maintenance and repair for all equipment to be used in the performance of this contract. Such a program will ensure the optimum performance of all equipment at all times, thereby, allowing the system to meet the service requirements and quality standards specified above.
4. The Successful Proposer will ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Successful Proposer to implement a system by which fresh batteries, adequate supply of flashlights or charged radios, are delivered to the posts in order to meet this requirement.

EVALUATION OF RADIO COMMUNICATIONS SYSTEM

All aspects of the Successful Proposer's radio communications system will be evaluated by the City of Miami Beach prior to award of Contract. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the Successful Proposer is unable and/or unwilling to make changes deemed necessary by the City of Miami Beach, then the Successful Proposer will be considered non-responsive to the required Terms and Conditions of this Contract.

Likewise, should there be a deterioration of performance during the term of this contract, and the Successful Proposer is unable or unwilling to make the required improvements, the City of Miami Beach may terminate, in accordance with the **Termination for Default Clause** of this Contract. The City of Miami Beach will address, in writing to the Contractor, any/all identified inadequacies of the required radio communications, prior to any termination procedures.

PROVIDED BY THE CITY OF MIAMI BEACH

The City of Miami Beach will provide to Successful Proposer, for the duration of the contract, the Post Order and Rules and Regulation Manual. Changes to Post Orders, if needed, will be provided by the Contract Administrator through written addendum to these orders.

PERFORMANCE OF CONTRACT

This contract may be terminated upon thirty days written notice to the Successful Proposer due to lack of performance and after Successful Proposer fails to correct deficiencies after written notification.

Performance items include, but are not limited to the following:

- a. Security Guard timeliness in responding to assigned post;
- b. Security Guard dressed incomplete uniform, to include (serviceable radio, fire arm, etc.);
- c. Security Guard completion of all assignments, in a timely manner;
- d. Successful Proposer not providing required training to all assigned security guards;
- e. Successful Proposer not providing the required trained supervisory personnel;
- f. Successful Proposer to ensure compliance of Miami Beach Security Contractor's Post Orders Manual;
- g. Successful Proposer reporting of any/all missing City supplies, equipment, property; and
- h. Excessive non-compliance incidences.

Additionally, the City of Miami Beach reserves the right to have any security guards removed from Miami Beach assigned posts for violation of the Post Orders Manual. The City of Miami Beach Police Department will not pay Successful Proposer billing charges for times in excess of thirty (30) minutes between security officer rounds made between sensors, unless there are extenuating circumstances or this requirement is waived by the City of Miami Beach Police Department on a post by post basis.

LICENSES AND PERMITS

Successful Proposer will abide by all ordinances and laws pertaining to his operation and will secure, at his expense, all licenses and permits necessary for these operations.

PERFORMANCE EVALUATION MEETINGS

The Successful Proposer will assign two (2) Contract Managers to meet with the City of Miami Beach Contract Administrator on a daily basis, if required. Regularly scheduled meetings will be held on a monthly basis. Additionally, a meeting will be held whenever a Contract Discrepancy Report is issued by the City Contract Administrator. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings will be signed by the Successful Proposer's Contract Administrator and the City's Contract Administrator, and a copy will be forwarded to the Procurement Director. Should the Successful Proposer not concur with the minutes, he will state in writing to the Procurement Director any areas wherein he does not concur.

Fine assessment procedure:

Once a violation which has the possibility of a fine assessment is identified and written notification of intent to fine ("Contract Discrepancy Report") is issued to the Successful Proposer. The Successful Proposer will have seven (7) days to provide a written response to the CMB Contract Administrator. The Contract Administrator will review all written documents, conduct a cursory investigation if the needed and a final determination will be forwarded to the Vendor and the CMB Procurement Dept. Security Contract Administrator's decision is final.

KEY CONTROL

The Successful Proposer will establish and implement methods of ensuring that all keys issued to the Successful Proposer by the City are not lost, or misplaced, and are not used by unauthorized

persons. No keys issued the Successful Proposer by the City will be duplicated. The Successful Proposer will develop procedures covering key control that will be included in his/her quality control plan, which will be submitted to the City's Contract Administrator and Procurement Director. The Successful Proposer may be required to replace, re-key, or to reimburse the City for replacement of locks or re-keying as a result of Successful Proposer losing keys.

In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the City and the total cost deducted from the monthly payment due.

The Successful Proposer will report the occurrence of a lost key immediately to the City's Contract Administrator but no later than the next workday.

CONSERVATION OF UTILITIES

The Successful Proposer will be directly responsible for instructing employees in utilities conservation practices. The Successful Proposer will be responsible for operating under conditions, which preclude the waste of any/all utilities.

FIRE AND SECURITY

Successful Proposer is to comply with all fire regulations and is responsible for securing the buildings during and after clean up. The City may have security personnel on duty during night cleaning hours.

SERVICE EXCELLENCE STANDARDS

Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, security guards will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards.

PHOTO IDENTIFICATION

Work hereunder requires Successful Proposer employees to have on their person photo identification at all times. The City of Miami Beach reserves the right to verify a guard's identity and required credentials, upon that guard reporting to work. If for any reason, any Successful Proposer employee is terminated, City of Miami Beach Contract Administrator will be advised in writing.

EVALUATION CRITERIA

An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of the RFP. If further information is desired, respondents may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

The Evaluation Committee will recommend to the City Manager the response(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for selection:

- A. Experience and Qualifications of Proposer (30 points)
- B. Experience and Qualifications of Management Team (20 points)
- C. Past Performance based on Client Surveys (10 points)
- D. Ability, Capacity, and Skill of the Proposer to Perform the Contract (10 points)
- E. Cost (20 points)
- F. Risk Assessment Plan (10 points)

CONCLUSION

The Administration recommends that the City Commission authorize the approval to issue the Request for Proposals (RFP) to Provide Unarmed Security Guard Services.



MEMORANDUM

Contract Security Administrator **Tim O'Regan**
1100 Washington Ave. Services Division
305-673-7776 ext: 5440

Current Security Posts

Police Department

1- City Hall

1-Guard..... 8am – 10:30 pm Monday - Saturday (6)

2- Boardwalk

2- guards5am – 9am Monday – Sunday (7)
3- guards.....4pm – 1am Monday – Sunday (7)
2- guards.....9am – 5pm..... Saturday & Sunday (2)

3- Beachwalk RDA city center

1- guard5am-9am Monday –Sunday (7)
1- guard9am-5am Monday –Sunday (7)
1- guard.....5pm-1am..... Monday –Sunday (7)

4- Lincoln Road RDA city center

2- guards.....6am- 4pm..... Monday –Sunday (7)
4- guards.....4pm- 2am..... Monday –Sunday (7)

5- Flamingo Park

1- guard.....6pm-2am..... Monday –Sunday (7)
1- guard.....10pm -6am..... Monday –Sunday (7)

6- North Shore Youth Center

1-guard 10p- 6am..... Monday –Sunday (7)

7- South Point Park –RDA south pointe

2-guards.....10am -2am..... Monday – Sunday (7)

8- Alaska Baywalk –RDA city hall

1- guard5am -9am..... Monday – Sunday (7)
1- guard.....6pm – Mid..... Monday – Sunday (7)

9- **Alaska Parcel** -payment RDA south pointe
(South pointe pier to Monty's restaurant)
2- guards.....4pm – Mid..... Monday – Sunday (7)

10- **Sanitation** – only on special needs

11- **Police Dept** (special events)

Parking Department

** See Quick overview page #3

- 12- 7th **Street garage**
- 13- 12th **Street garage**
- 14- 13th **Street garage**
- 15- 16th **Street garage**
- 16- 17th **Street garage**
- 17- 42nd **Street garage**
- 18- **Parking Coin Room**
- 19- **P-Lot City Hall /Convention Ctr.**

Property Management

- 20- **Normandy Shores Guard Gate**
24 hr service 7days a week

BASS Museum

- 21- **Bass Museum**
Hours vary.....7days a week

Parks and Recreation

- 22- **Alton Rd Golf Club**
7:30pm- 6am7 days a week

Quick Overview

	Department Responsible	Yearly hours - Cost	Contact
	Police Department	85,202 hrs --	Tim O'Regan ext. #5440 Cell# 305- 725-5342
1	City Hall	4, 186 hrs --	
2	Boardwalk	13, 312 hrs --	
3	Beach walk(RDA)	7, 280 hrs --	
4	Lincoln Road... ..(RDA)	21, 840 hrs --	
5	Flamingo Park	5, 824 hrs --	
6	North Shore Recreation	2, 912 hrs --	
7	South Pointe Park ... (RDA)	11, 648 hrs --	
8	Alaska Baywalk ... (RDA)	3, 640 hrs. --	
9	Alaska Parcel (RDA)	5, 824 hrs --	
10	Sanitation	Temp discontinued	
11	Police Dept --spc. events	As needed	
**	Supervisors Salary	8, 736 hrs --	
	Parking Division	83, 616 hrs --estimate	Chuck Adams ext. # 6863 786-412-6431
12	7 th Street garage	22, 776 hrs --	
13	12 th Street garage	7, 956 hrs --	Miguel Beingolea
14	13 th Street garage	10, 972 hrs --	786-402-8757
15	16 th Street garage	13, 312 hrs --	
16	17 th Street garage	17, 784 hrs --	
17	42 nd Street garage	8, 736 hrs --	
18	Parking Div. Coin Room	2, 080 hrs --	
19	P-lot City Hall /Conv Ctr.		
	Property Management	8, 736 hrs --	Bruce Lamberto 305-673-7807
20	Normandy Shores Guard gate	8, 736 hrs --	
	Bass Museum	7, 176 hrs -- estimate	Peter McElwain (954) 683-1536
21	Bass Museum	7, 176 hrs --	
	Parks and Recreation	3, 822 hrs --	Randy Weber (305) 532-3350
22	Alton Road Golf Club	3, 822 hrs	
	TOTALS	188,552 hrs -- estimate	



MEMORANDUM

Contract Security Administrator
Tim O'Regan

Gus Lopez,

As the contract is approaching the one year , I would like to update you on several areas Internal Intelligence has been less then satisfactory in it's performance of the contract.

1. Staffing: As of April 1, 2006 IIS has on its record 100 employees. Of which only thirty-nine (39) are left from their original hiring in May 2005 at the onset of the contract. A review of their records in their office, it appears IIS has in fact hired well over three-hundred employees during the course of this contract, resulting in 75% turn over rate.

Although the turn over rate may be for a sundry of reasons, the fact it only starts paying the Living wage benefit after an employee is on the job for three months these statistics would assume a good majority of their employees never receive this benefit.

Coupled with this assumption, In October 2005, I had a verbal agreement with Mr. Gregory to document the payment of his employee heath benefits to their provider. Mr Gregory advised he would e-mail me a copy of each payment with the names of effected employees twice monthly when IIS makes payment. This occurred only once immediately after our conversation and nothing has been provided since.

a) The physical staffing of guards on posts has been horrendous:

Boardwalk	- 393.25 hrs
Beachwalk	- 132.25 hrs
Lincoln Road	- 465.75 hrs
South Point Park.....	- 394.75 hrs
Flamingo Park	- 97.5 hrs
Alaska Baywalk	- 94.5 hrs
Alaska Parcell	- 180.5 hrs
North Shore Park	- 28 hrs

- **1,791 hours** of unfilled posts;

These figures are only from Oct 1, 2005 through Invoices dated April 8, 2006 and do not include the Parking Department Posts which are numerous and common place or the Bass Museum who complains on a constant basis of no shows. Just today I received a fax from Peter McElwain at the Bass who informed me that on April 16 only one of four scheduled guards showed up for work. The Bass Museum was forced to close that day, the busiest day of the week suffering revenue loss.

2. General Duties: To be fair, during the first three months of the contract, IIS experienced growing pains and many generally expected issues were addressed and corrected by IIS. (I believe due to their inability to staff this contract correctly, some of the most serious operational concerns have resurfaced and shed a negative light IIS.)

a) **Scanning of posts;** this is one area that even though it has been addressed numerous times, it has never been implemented correctly, or the guards themselves are not proficient in completing this assignment. The scanning report has never been correct; it is riddled with errors on a constant basis.

Numerous complaints have been received at certain posts and the lack of correct scanning reports has made investigation of these difficult. At times there are several excuses provided for

the lack of proper scanning; Wands malfunctions, dead batteries, no-replacement wand or batteries etc. The scanning report is the only tool the City actually has to insure the guards are on post and doing their rounds.

b) Hiring procedures; Due to the loss of employees at an alarming rate, IIS major albatross is the hiring of qualified employees. Their MB staff spends a high percentage of time in this endeavor, leaving little time in what would be the efficient running of the company.

During a most recent review of IIS employee hiring documentation, it has been discovered that no less than **eighteen (18) employees** are working that have not been drug tested. It doesn't appear that IIS provides for any type of background checks, or psychological testing (pg 29 of 45). As a note, two IIS guards were arrested in separate incidents by the MBPD for violent felonies; one a knife incident and the other involving a gun.

c) Appearance and job function: I personally have conducted numerous site inspections, specifically over the past two weeks it has become evident that the performance and appearance has drastically dropped. A good portion of guards are without name and ID tags (required), uniform appearance is sloppy (not all but a good portion), willingness to complete simple tasks ie; roving assignments in garages, report writing, event documentation, unresponsive towards citizens. Failing to show on post at assigned times.

Report writing and event documentation has been a consistent problem. The lack of same has caused delays in police action, maintenance and repairs issues.

Bicycle officers; obtain their equipment and bicycle from 1130 Washington and seldom arrive on post at scheduled starting time.

d) Quarterly Report: as the contract requires a quarterly report, I took the initiative to change the time table to monthly to compile a more accurate and timely documentation of events. This endeavor has not been completed on a routine basis. Compiling any type of statistic data is impossible with the amount and accuracy of reports and necessary data provided by the company.

3. Other City Departments:

a) Parking Department; Miguel Beingolea and Chuck Adams are extremely discouraged with the services provided by IIS. They site numerous issues with the scanning process, late arrivals, no shows, lack of supervision, ability to speak English, and a general overall work ethic. I have conversed at length with Miquel Beingolea through out the year and believe he has bent over backwards to assist and help IIS with their problems. Both agree the situation with IIS compliance of the contract is intolerable.

b) Bass Museum; Peter McElwain Ass't director of operations of the Bass is also discouraged with IIS; i.e. Staffing no shows and tardiness, uniform status, supervisory contacts, and general work ethic of the IIS employees.

c) Property Management; Bruce Lamberto has advised of numerous complaints from residents on Normandy Isle regarding the Guard Shack they monitor and the east end entry and exit gates not being properly inspected.

d) Parks and Recreation; Has complained of lack of presence of scheduled guards on several occasions.

4. Overview

Most of the negative issues that I have outlined have been addressed with IIS on occasion (s) with the insurance that the individual problems were being addressed. Unfortunately this has not been the case. IIS has been given every opportunity to correct their problems and has failed to so.

It is my utmost opinion that the problem lays directly with ISS being unable to FUND this contract on a regular basis, this results in a steady turn over in employees who refuse to work when not paid or not paid in a timely manner. I have been present in the 1130 Washington IIS office on several occasions when employees have complained or actually resigned over pay check issues.

Considering the amount of time I have spent at the IIS office it is blatantly clear that Deputy Chief Brown and Captain Mulet spend an inordinate amount of time with the continuing hiring process and paycheck issues, leaving them with far little time for the day to day operations of this contract. Without the ability to keep qualified employees in their employ and assuring the employees that they do employ are paid in an orderly fashion and time frame, I serious doubt the security obligations IIS has undertaken will become any better and will actually deteriorate even further.

I have attached this Memo to IIS CEO/Pres. Gerald Gregory along with correspondence outlining immediate areas that must be addressed. New procedures will be implemented (list will follow) and a strict adherence to all rules and regulations in regards with fines being assessed. Mr. Gregory is being put on notice as to IIS inability to live up to the contractual demands and the possibility of lines levied.

As I have outlined it is my opinion that IIS without an immediate change and or correction of deficiencies have not lived up to this contract and their ability to do so is in jeopardy.

Thank You,
Tim O'Regan
Security Contract Administrator



MEMORANDUM

RE: MEMO by Tim O'Regan, Security Contract Administrator, City of Miami Beach

1. Staffing

"As of April 1, 2006 IIS has on its record 100 employees. Of which only thirty-nine (39) are left from their original hiring in May 2005 at the onset of the contract. A review of their records in their office, it appears IIS has in fact hired well over three-hundred employees during the course of this contract, resulting in 75% turn over rate."

: Thorough reassessment all IIS files shows IIS did not hire 300 or more employees for the Miami Beach contract, in fact, 256 employees were hired. Moreover, 75% turnover rate mentioned by the city's security contract administrator is incorrect. Of the initial 90 employees hired, 54 employees were full-time and 36 employees were part-time. There are 39 full-time employees remaining from the initial hiring of May 2005. Thus, our full-time employee turnover rate is 27.78% and the turnover rate of all IIS employees for the period mentioned, including part-time employees, is 56.67% well below that of the security guard industry. In fact, a research from The Freedonia Group Inc., a market research firm, shows that turnover exceeds 100 percent annually for the Security Industry (Goodboe, 2002) - research conducted for International Foundation for Protection Officers. As shown below, numerous other sources support this finding:

"Turnover rates for security guards have been estimated to be approximately 100%-300% per year." *Security Management (May 2006)*

"The average "turnover" rate of employees for a private security company is 300% per annum." *J. R. Roberts, Security Strategies*

"Although the turn over rate may be for a sundry of reasons, the fact it only starts paying the Living wage benefit after an employee is on the job for three months these statistics would assume a good majority of their employees never receive this benefit."

: The above "assumption" has since been clarified with our submission of all of our contributions made from the commencement of this contract for review by the Security Contract Administrator. IIS has satisfied all the requirements pertaining to the living wage law as outlined in our contract.

a) The physical staffing of guards on posts: 1,791 hours of unfilled posts from Oct 1, 2005 through Invoices dated April 8, 2006

: The period mentioned above represents 28 weeks. Using an average of 3,200 billable weekly hours, totaling 89,600 hours over the 28 week period, the percentage of uncovered 1,791 hours mentioned represent 1.99%. As the President of IIS, I find this unacceptable and I have taken necessary measures to ensure proper coverage by hiring additional staff and IIS has an ongoing recruiting program in place to continue to have staff available to meet the ongoing requirements of the contract. This memo fails to mention all the last minute request for extra security coverage that IIS successfully satisfied in staffing at the city's request throughout the past year.

2. General Duties

a) Scanning of posts

: I have investigated the Detex system. All officers and supervisors have been re-trained on the proper procedures pertaining to this patrol system. All Detex wands are in good working condition and the Miami Beach office has back up wands in case a wand is out of service. I have reviewed the most recent Detex reports and the reports have greatly improved. We will continue to work with our security officers to insure that this system is operating correctly and the officers are being monitored almost daily. I have supplied the Miami Beach office with 2 additional note book computers for our road supervisors and all of the road supervisors have received training as to the proper procedures in down loading and reviewing the Detex wands. The road supervisors now can pull up to any post, take the officers Detex wand, place it in the notebook computer's hand reader, and review that officer's patrol for his or her shift to insure that the officer is performing the Detex patrol properly. The supervisor can take a corrective action on the spot, if found noncompliant. In addition, we no longer have to remove Detex wands from the site and bring them back to our office to be downloaded with the new system. With more effective new procedure in place, IIS will be able to better monitor the Officers performance to insure compliance.

b) Hiring procedures

: I have reviewed the hiring procedures and I have been directly involved with our hiring procedures over the period of time I have been in Miami Beach. All the proper procedures that were in place at the start of this contract have been re-implemented into our hiring practice. For example, our 3 part English test as been reinstalled, our pre-screening procedures have been re-implemented, and all potential employees have been properly drug tested prior to hiring. I did discover that there were some procedures not being followed most recently by my management staff. However, be assured that I have given strict instructions and have implemented a monitoring system to insure that all of our hiring procedures are followed without exception.

"During a most recent review of IIS employee hiring documentation, it has been discovered that no less than **eighteen (18) employees** are working that have not been drug tested. It doesn't appear that IIS provides for any type of background checks, or psychological testing (pg 29 of 45)."

: I immediately looked into the eighteen employees mentioned and I was informed that the Miami Beach office recently ran out of there drug test inventory and placed an order with our operations center. Miami Beach inventory was replaced with 50 drug test kits and those employees not tested were immediately tested. I have informed the local management staff not to wait until they run out to order to prevent this from reoccurring. As you know from our initial hiring, all IIS employees are drug tested and these 18 employees were recently hired. I have given strict instructions to Major Mulet and Major Robinson to not let their inventory be depleted before they place an order and not to hire any employee before they are drug tested.

"As a note, two IIS guards were arrested in separate incidents by the MBPD for violent felonies; one a knife incident and the other involving a gun."

: I have already addressed the issue involving IIS employees being arrested. The IIS employees involved were employed for some time on this contract and all were properly drug tested and screened prior to their employment with IIS. As an update, I have been informed that the incident involving the off-duty female involved in a dispute with another female Officer at 7th street garage all charges pertaining to our former employee were dismissed. As to the other incident involving two (2) IIS officers, not on duty for the city of Miami Beach, the female Employee has since dropped her complaint. I feel that our agency performance should not be judged on these 2 incidents they involved individuals and had nothing to do with our service or management of our service.

c) Appearance and job function: ID tags, Uniform Appearance

: I have been in Miami Beach for the past 3 weeks, working with my operations staff and addressing all of your concerns outlined in your memo. I have taken an action to correct the problems. All IIS employees were inspected for their ID cards and were instructed to wear it at all times on duty. Majority of the employees did have ID cards, but some employees were not properly displaying them. As far as IIS officers' uniforms, all officers have been inspected and any deficiencies found have been corrected. I have increased our local uniform inventory and there is plenty of stock to supply all officers with replacement uniforms when needed. All officers have been issued proper uniforms and instructed on how to wear their uniforms. Any officer who is found not in proper uniform will be written up and a corrective action will be taken to remedy the deficiency found. Any further deficiencies found will result in termination of that employee.

"Bicycle officers; obtain their equipment and bicycle from 1130 Washington and seldom arrive on post at scheduled starting time."

: I have addressed the proper attendance with all bike officers and over the past 3 weeks there has been a great improvement in the attendance bike officers are arriving on time.

d) Quarterly Report

: IIS has implemented a new stat report system as you are aware. All officers are now required to complete a report at the end of their tour and you will be receiving these reports on scheduled bases, along with other daily activity and incident reports. IIS has also implemented a new computerized road supervisors' report that we will be forwarding to your office. I have discovered numerous reports that have not yet been forwarded to you, including the incidents mentioned below. I am in the process of putting together a year end report of these incidents and I will forward to your attention when completed.

- Assisted a Miami Beach officer in apprehending a individual suspected of crime while a Miami Beach Officer was trying to effect a lawful arrest the M apprehended a purse snatcher at Lincoln road.
- Assisted the police in arresting 2 persons having sex on the beach in the boardwalk area after being asked to stop.
- Assisted in apprehending a suspect who fled the police at Lincoln road and was apprehended by our bike officers, in which the suspect was charged with possession of cocaine leaving the scene of an accident.
- Detaining a person who Assaulted a store owner on Lincoln road during an attempted robbery
- Detained a person for the police who was trying to lure young man under the age of 15 years old to his motel room for sex at Lincoln road and Collins.
- Several other violations our bike officers have worked to deter other illegal activities and quality of life issues at their posts, from stopping individuals from drinking in public, harassing citizens, etc.

The above incidents are just a few examples of some of the incidents our Officers have been involved with I will also be issuing Chief citations to 10 officers for there outstanding performance that I since have become aware of I will forward to you copies of there awards for your file.

3. Other City Departments

a) Parking Department

: I have visit each parking garage and have made some changes to personnel and procedures to correct any deficiencies brought to my attention and some things that I have observed. There are many officers who are doing a good job and we will be consistently inspecting these sites to ensure compliance. The parking department supervisors will verify that, since the inception of the above listed changes, there has been few incidents and the overall performance of the IIS officers have improved.

b) Bass Museum

: IIS hired 2 new Employees to help with supplying the proper manpower shortage. However, there was a communications error on our dispatch center that caused the most recent staffing shortage. IIS has the proper manpower to staff this site and after the 1st incident, we did have proper coverage. The most recent incident is very unfortunate and we took an immediate corrective action to prevent this from reoccurring. I realize that the museum had some previous issues however IIS has always been responsive to their short notice request for additional security as recent as today. At the last minute, IIS was asked to keep staff later into the night and IIS complied with that request. I had just answered an email from Tim pertaining to this incident as far as reimbursing the bass museum for the loss of profit and was awaiting a response. Then, IIS receives an abrupt verbal statement, "your service will no longer be needed at the museum." I feel that this reaction is not the proper course to take for various reasons. First, I am taking actions to prevent this from happing in the future. Second, IIS was awarded the city wide security contract and the secondary award was made to another company to be acted on if we were no longer performing on the contract not to give some sites to one company and some to the other company IIS never received a official cure notice from the procurement department IIS would like to meet on this matter ass soon as possible.

c) Property Management

: I have never received any complaints from this department myself. I have been up to Normandy Isle site on several occasions over the past 3 weeks and have always found the officers on duty performing their duties without incident.

d) Parks and Recreation

: IIS replaced the officer who was posted at north shore with much more professional and experienced officer. The new officer is doing his detex and patrolling the post diligently. In addition, I have inspected the flamingo park officers almost daily and they are patrolling both on foot and golf cart, without incident.

4. Overview

"Most of the negative issues that I have outlined have been addressed with IIS on occasion (s) with the insurance that the individual problems were being addressed. Unfortunately this has not been the case. IIS has been given every opportunity to correct their problems and has failed to so."

: I do not agree with the above unwarranted statement. I have been in Miami Beach on numerous occasions and have always made an effort to communicate with the Security Contract Administrator of our performance. Other than minor issues mentioned and acknowledgement of improvements, I was never given any reason to believe that a Memo like this was forthcoming. In all fairness, IIS should be given credit for where it is due and well deserved, and the proper amount of time to correct the issues. In the totality of this contract and every thing our agency is doing, time is important. Just in these 3 short weeks, I have been able to rectify a majority of the concerns.

"It is my utmost opinion that the problem lays directly with ISS being unable to FUND this contract on a regular basis, this results in a steady turn over in employees who refuse to work when not paid or not paid in a timely manner. I have been present in the 1130 Washington IIS office on several occasions when employees have complained or actually resigned over pay check issues. Considering the amount of time I have spent at the IIS office it is blatantly clear that Deputy Chief Brown and Captain Mulet spend an inordinate amount of time with the continuing hiring process and paycheck issues, leaving them with far little time for the day to day operations of this contract. Without the ability to keep qualified employees in their employ and assuring the employees that they do employ are paid in an orderly fashion and time frame, I serious doubt the security obligations IIS has undertaken will become any better and will actually deteriorate even further."

I agree with the above statement that payroll issues affected employee turnover rate. However, it should be noted that we lost some of our good employees, not because of our ability to fund, but because of the City of Miami Beach not paying IIS on time. IIS cannot be ask to fund the city of Miami beach security program beyond the 30 days, agreed upon in our contract and the prompt payment law in the state of Florida. Not once, did our agency request interest under the prompt payment clause, something to remember when everyone wants to fine our agency for a guard not wearing an ID tag. I personally tried to prevent the previous payroll problems by flying in and attend every meeting that I was requested to attend. Measures were not taken by the city to prevent what I said would happen and when it took place, IIS went out and borrowed additional monies with interest to cover its employees checks. The city owed our agency hundreds of thousands of dollars, thereby causing our agency to lose some good employees. As evident it is even to the Security Contract Administrator, the City's inability to pay IIS on time even has caused management shortfalls. In response, IIS has successfully hired some of the good employees back recently. I have also promoted Captain Beatrice Mulet who has been on this contract since the start and was formerly with the previous contractor. She was recommended by the city to hire when IIS commenced our contract. In addition, Major Eric Robinson has been relocated from New Jersey. Major Robinson has been with IIS for the past 9 years. Eric has held many positions with IIS, his uniform rank is Major, and he was the director of our New Jersey operations with over 400 employees under his control. I have been working with Eric for the past 3 weeks in Miami Beach getting him familiar with this operation. IIS has secured and signed a lease for an apartment, 3 blocks from our office at old city hall, across the street from Flamingo Park so that he can be close to this operation. I am sure Eric will maintain an excellent operation here in Miami Beach.

Although I do not agree with some of the information in said report, our response to your year-end report should be looked upon in a positive way. It is clear to me, after meeting with my staff and speaking with representatives of the City of Miami Beach over the past three weeks that I have been in Miami Beach, the procedures implemented and noted above has had a positive effect on our services. I have personally received positive feedback from the front line personnel and supervisors from the City of Miami Beach. By inserting our new measures and staff like Major Eric Robinson, with his extensive experience in running large operations, I am confident that our services will continue to meet those expectations outlined in our contract. I will personally be involved with the day-to-day operations as I have been recently to ensure consistent compliance with our contract with the City of Miami Beach.

Tim I am sending by hard copy other documents for your review in addition I have received many comments from residents and store owners which were positive towards our security officers performance over the past year I have also received some letters as to same I am enclosing one letter for your review I have given instructions to Major Robinson to copy you in the future on these matters positive comments along with the negative comments so you are properly informed I have also enclosed another attached file of a recent memo I sent to each of the 90 employees assigned to this contract in there pay check of this Friday May 19, 2006 for your review.

Thank you for giving Internal Intelligence Service the opportunity in addressing the concerns in your year end memo, my staff and I will work hard on insuring compliance on this contract

Respectfully,

Gerald A. Gregory
President/CEO
Internal Intelligence Service



May 19, 2006

MEMORANDUM
From
Chief Gerald A. Gregory

Attn: All Miami Beach Employees

Please be advised, Effective Immediately, Captain **Mulet** has been promoted to Major. In addition, we have transferred Major Eric Robinson from our New Jersey operations. Both Major Robinson and Major Mulet will be in charge of Miami Beach Operations.

The Major's will work in rotating shifts in order to have a Major on duty, in both day and evening. Major Mulet will be your primary contact for the officers assigned to the Parking Garages, Bass Museum, Golf Course, Normandy Shores and City Hall. For those officers who will work the Bike Patrol, Flamingo Park, Double Tree Hotel, North Shore Park and Dispatchers, your primary contact will be Major Robinson. Road Supervisors and Special Events will be handled by both Major's. You will report to your assigned Major for routine normal schedule activities. For any other questions or emergency, contact dispatch. You can contact the Majors at the following phone numbers:

Major Mulet: 305-370-5190

Parking Garages, Bass Museum, Golf Course, Normandy Shores and City Hall

Major Robinson: 973-418-6297

Bike Patrol, Flamingo Park, Double Tree Hotel, North Shore Park and Dispatchers

Also, be advised that Memorial Day weekend is fast approaching and we are seeking all officers to volunteer to work additional hours. We have assigned a special pay rate of \$10.00 an hour. Please contact dispatch 786-276-3700, Ext. 102 for scheduling.

As most of you are aware, I have been in Miami for the past few weeks. I have visited posts and observed officers on duty. For the most part, I am pleased with the officer's performance and appearance. However, I find it necessary to advise all officers that *a clean and wrinkle-free uniform* is an absolute must! Moreover, all officers must wear their *hats and identification card at all times!* **We are required by contract to be in proper uniform attire with ID card displayed where visible in the City of Miami Beach at all times while on duty.**

I would also like to bring to your attention that you are not allowed to wash your uniform shirt with bleach. The bleach decolorizes the patch and excessive bleach turns the shirt yellow. Please use Clorox 2 or tide with bleach or those products that are "safe to use on color", and do not hinder the uniform.

Lastly, **personal hygiene** is very important for a **successful** security officer. I have personally encountered officers not practicing good personal hygiene. For example, Strong Bodily Odor, uncombed hair and not cleanly shaved for male officers. Personal hygiene is a plus to advance in any field. So, let's maintain a good appearance.

Let's continue to work together as a team as professionals.

Sincerely

Chief Gregory

C4
Comm. Committee
Assignments



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager
FROM: Richard L. Steinberg, Commissioner *RLS/mt*
DATE: May 11, 2006

SUBJECT: Agenda Item - Referral to Neighborhoods/Community Affairs Committee Regarding a Discussion on the Shared Car Concept in the City of Miami Beach

I would like to request a referral to the Neighborhoods/Community Affairs Committee regarding a discussion on the shared car concept in the City of Miami Beach that may help address the city's parking challenges by providing another alternate mode of transportation. Please place this item on the June 7th Commission agenda.

If you have any questions or comments, please feel free to contact my Aide, Ms. Marlene Taylor at ext. 6087.

RLS/mt

RECEIVED
2006 MAY 11 PM 4:57
CITY MANAGERS OFFICE
A 8

Agenda Item CYA
Date 6-7-06

THIS PAGE INTENTIONALLY LEFT BLANK



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE –
RECOMMENDATIONS FROM THE REPORT ENTITLED REVITALIZING NORTH
BEACH OCEANFRONT PARKS THROUGH PLACEMAKING**

ADMINISTRATION RECOMMENDATION

Refer the item.

ANALYSIS

North Beach is fortunate to have continuous beach frontage along the entire length of its eastern border. All but two blocks of the beachfront land between 72nd Street and 87th Street is publicly owned. These places include North Shore "Bandshell" Park (72nd - 73rd St.), Ocean Terrace (73rd - 75th Street), North Shore Library and parking lot (75th - 76th St.), Altos Del Mar Park (76th - 77th St.) and North Shore Open Space Park (79th - 87th St.). The south end of this open space is strategically located in the emerging Town Center of North Beach, thereby offering an opportunity to create a lively central gathering space. Also, recognizing the renaissance that North Beach is experiencing in residential development, it is important to have a unified vision of how the entire collection of oceanfront public spaces could develop in the next 5-10 years to meet the changing needs of the community.

The City engaged the services of non-profit organization, Project for Public Spaces, Inc. (PPS) that has earned world-wide recognition for helping cities to create and manage successful, well-used public spaces. Community workshops were held on December 1 and 3, 2005. The input received from those workshops provided the basis for the report, authored by PPS, entitled "Revitalizing North Beach Oceanfront Parks through Placemaking." On March 22, 2006, the report was discussed at a follow-up community workshop and a Planning Board workshop. Based on input from those meetings, the recommendations in the report have evolved as summarized in the attached outline. The Planning Board suggested that the City Commission should select a world-class design firm to translate the vision plan's program of uses and activities into a cohesive master design plan.

The Administration is recommending the referral of this item to the Finance and Citywide Projects Committee for additional discussion and possible identification of funding for a master design plan.

Agenda Item C4B
Date 6-7-06

Summary of Recommendations
Revitalizing North Beach Oceanfront Parks through Placemaking

Open Space Park (79th – 87th Street)

1. The coastal hammock ecosystem should be preserved and enhanced; other park uses should be compatible with this priority.
2. Eco-friendly active uses should be located where they will have the least impact on natural areas (i.e., Collins Ave. frontage, south end of the park).
3. Active areas should be lighted and open at night in locations that are visible and secure along Collins Avenue.
4. The beach maintenance facility should be rebuilt in its current location along with a multi-use building including park office, maintenance, Ocean Rescue station, restaurant or café, beach equipment concessions, restroom/lockers/showers, classroom and outdoor deck for seating.
5. Other recommended improvements:
 - a. Nature center Interpretive signage for nature trails
 - b. Enhanced beach access and view corridors
 - c. Additional picnic shelters
 - d. Dog park
 - e. Sidewalk along Collins Avenue
6. Activities
 - a. Bird watching
 - b. Nature classes
 - c. Storytelling and puppet shows
 - d. Beach volleyball
 - e. Frisbee
 - f. Bocce and boules
 - g. Horseshoes

Altos Del Mar Park and North Shore Library (75th – 77th Street)

1. Cultural activities should be the theme for this park.
2. The library should be moved to 71st St., if possible, and the building renovated and adapted for park-related uses which could include sculpture garden welcome center, classrooms, restrooms, information center, etc.
3. Other recommended improvements in Altos Del Mar Park:
 - a. Sculpture garden
 - b. Flower gardens
 - c. Great lawn
 - d. Walkways
 - e. Gazebo
4. Activities and events
 - a. Book fairs
 - b. Author readings
 - c. Puppet shows
 - d. Outdoor classes
 - e. Art festivals
 - f. Weddings
 - g. String quartets/chamber music
 - h. Picnicking
 - i. Yoga
 - j. Meditation
 - k. Horticultural displays

Ocean Terrace (73rd – 75th Street)

1. This two-block oceanfront street space should become a lively social gathering space for North Beach.
2. The west side of the street should be edged with retail shops, restaurants and sidewalk cafes; and historic architecture should be celebrated.
3. The Beachwalk should be located on the existing broad sidewalk along the east side of Ocean Terrace.
4. Cafes should be located in vine-covered pavilions in the public plazas at 73rd and 75th Street.
5. Activities and events:
 - a. Receptions
 - b. Cultural events
 - c. Outdoor market
 - d. Street performers
 - e. Vending carts
 - f. Holiday events

North Shore "Bandshell" Park (72nd – 73rd Street)

1. Bandshell Park should be a lively urban park with activities for all age groups, due to its location adjoining the Town Center.
2. A Senior Center will be located in the community building.
3. The Bandshell should be renovated and programmed with regular concerts and activities. Short-term improvements to the Bandshell should include:
 - a. Removal of overgrown vegetation
 - b. Up-lighting the exterior
 - c. Marquis sign
 - d. Historic designation / historic preservation grants
4. The "sand bowl" should be redeveloped to provide amenities for daily park activities while maintaining the possibility of holding the Fourth of July Celebration here every other year.
5. Other high priority uses and activities in Bandshell Park:
 - a. Outdoor Movies
 - b. Game tables
 - c. Food concessions
 - d. Children's playground
 - e. Beach volleyball
6. Other recommendations from the Placemaking report:
 - a. Beach equipment rentals
 - b. Bocce courts
 - c. Frisbee
 - d. Public restrooms
 - e. Beach lockers
 - f. Visitor information
 - g. Flower vendor
 - h. Rebuild historic House of Refuge
 - i. Movable tables and chairs
 - j. Beatles Mandela (Art in Public Places)
 - k. Festivals and events
7. Ideas with divided opinions that require further community discussion and design guidance:
 - a. Skate park (possibly designed for families and younger children)
 - b. Dog park
 - c. Interactive fountain

Common Elements

Aside from the elements recommended to define the unique character of each park there are many recommendations that are common to all of the parks and public spaces in the study area:

1. Improve linkages to the parks from the surrounding neighborhoods
 - a. Traffic calming along Collins Ave.
 - b. Intersection improvements at key park entrances using brick crosswalks, pedestrian activated lights, curb extensions
 - c. Passenger drop-off spaces
 - d. Minimum 8 ft. wide sidewalk along Collins Ave. edge
 - e. Enlarged bus shelters with ample seating, lighting and sidewalk space
 - f. North Beach shuttle bus service
 - g. Bike lanes along Collins, Harding and major cross streets
2. Provide an adequate supply of parking
3. Enhance and activate park entrances
 - a. Gateways
 - b. Signage
 - c. Seating
 - d. Concession or food vendor
 - e. Drinking fountain
 - f. Lighting
4. Use amenities to create attractive and comfortable places
 - a. Shade trees
 - b. Wayfinding signage and maps
 - c. Emergency telephones
 - d. Public telephones
 - e. Bicycle racks
 - f. High quality seating, both movable and fixed in comfortable groupings
 - g. Additional lighting on pathways (turtle-friendly)
 - h. Waste receptacles
5. Create a management entity to coordinate activities, special events, volunteers, concessions and fundraising
6. Provide adequate maintenance and security

JMG/NHJG

Attachment

T:\AGENDA\2006\jun0706\consent\Referral NoBe Parks Study.doc



MIAMI BEACH

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge M. Gonzalez, City Manager

FROM: Commissioner Matti H. Bower

DATE: May 23, 2006

SUBJECT: **Agenda Item – Altos del Mar Sculpture Park**

Please place on the June 7th, 2006 Commission Agenda an item for referral to the Finance & Citywide Projects Committee regarding Altos del Mar Sculpture Park on Collins Avenue between 76th and 77th Streets, at the ocean side.

The following documents were provided to us by Altos del Mar Sculpture Park, Inc., CEO, Loreyne Alicea, and Chairman, Gerrit Schulz-Bennewitz and are available at the City Clerk's Office:

- Description of operations, company's legal structure, budget, funding sources, and financial projections.
- Power point presentation.
- Letters of Support.

I thank you in advance for your cooperation. If you have any questions please do not hesitate to contact me or my Aide, Yvonne at extension 6091.

MHB/yws

RECEIVED
2006 MAY 23 PM 1:01
CITY MANAGER'S OFFICE
BY

Agenda Item C4C
Date 6-7-06

ALTOS DEL MAR SCULPTURE PARK, INC.

A Florida Non-Profit Corporation
7701 Collins Avenue, Miami Beach, FL 33141
Phone 305/468-6168, Fax 305/468-6168
info@altosdelmarsculptures.com

Commissioner Matti Herrera Bower
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Mai 03, 2006 F/l.s

ALTOS DEL MAR SCULPTURE PARK

Dear Commissioner Bower,

Reference is made to our previous meeting. We would like to inform you about the progress of our idea and concept to develop a sculpture park on the city owned property known as ALTOS DEL MAR PARK on Collins Avenue between 76th and 77th streets located east of Collins Avenue at the ocean side. We are ready to start the development, and would appreciate it, if you would put the ALTOS DEL MAR SCULPTURE PARK on your next Commission Meeting for approval.

As recommended by you and the city staff, we presented the concept to the committee 'Art in Public Places' and to the 'Historic Preservation Board ('HPB')' and got encouraged by their unanimous decisions to support our concept, which made us plan the project in detail. We got the same encouragement from local residents and the general public, which are supporting the idea of establishing a cultural important center with sculptures on the park property as the consensus from the two city organized public workshops on December 01 and 03, 2005 has shown. We also have received more than 100 letters of support from people in Miami Beach, which we have enclosed. We will be responsible of getting the sculptures as time donations from collectors in America and abroad, and we will take over the full responsibility for financing the operational budget of the sculpture park. Enclosed you will find the following information:

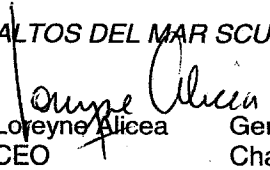
1. Description of Operations of the Altos Del Mar Sculpture Park
2. The company's legal structure, its board of directors/officers and their resumes
3. The investment budget for allowing the park to become a sculpture park
4. The operational budget
5. Funding sources
6. Financial Projections

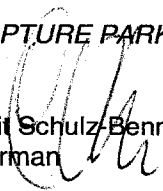
Besides the positive meaning for the residents and the economic development of North Beach, the sculpture park may also cause galleries and related businesses to open in North Beach.

We are looking forward to the decision of the CITY COMMISSION and ask you to endorse our plan. We urgently need to get a feeling about the timing from now to the intended start of the park development. The timing is very important, since we already have talked to several donators of sculptures in America and abroad. They need to know, when we will be ready to accept their sculptures. The logistics for getting the sculptures need to be planned well ahead, and we would like to see this project become reality in 2007. Thank you for your attention and thank you for your cooperation and interest in our exciting art project, which will elevate North Beach to national and international recognition with the result of a meaningful economic development for North Beach.

Sincerely,

ALTOS DEL MAR SCULPTURE PARK, INC.


Loreyne Alicea
CEO


Gerrit Schulz-Bennewitz
Chairman

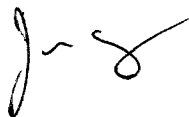


MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: June 7, 2006

SUBJECT: **REFERRAL TO NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE OF THE "MAZE" BY THE ARTIST BRIAN TOLLE TO BE COMMISSIONED FOR PLACEMENT IN COLLINS PARK, AS RECOMMENDED BY THE ART IN PUBLIC PLACES COMMITTEE.**

ADMINISTRATION RECOMMENDATION

Refer discussion of the "Maze" to Neighborhoods/Community Affairs Committee, as recommended by the Art in Public Places Committee.

BACKGROUND

In March 2005, with direction from the City Administration, the Art in Public Places (AiPP) Committee embarked on commissioning an internationally recognized artist that would create an original work of art in conjunction with the re-design and renovation of Collins Park. The objective was for the commissioned work to be interactive and within the project budget of \$250,000.

AiPP had been advised by the Administration that they had a short timeline to select an artist for the Project, as design for the park project was going forward and was to commence construction in 2006. The AiPP reviewed the various options in the City's AiPP Ordinance (as codified in Chapter 82, Articles VII, Divisions 1 through 4, Section 82-612) and unanimously voted to select an artist following "direct selection" procedures. The primary reason for "direct selection" was to meet the design and construction schedules set by the City.

On April 4, 2005, the AiPP Committee met and discussed possible artists that could be considered for Collins Park.

At the April 19, 2005 AiPP meeting, members made presentations on the following artists; Teresita Fernandez, Dan Graham, John Henry, Luis Jimenez, Mary Miss, Roxy Paine, Ralph Provisero, Tobias Rehberger, Pedro Reyes, Brian Tolle, and Andrea Zittel. The presentations included the resumes, images of public art projects, solo exhibitions, group exhibitions and public collections.

The AiPP met again on May 17, 2005 and short listed the following seven artists: Lucien den Arend, Teresita Fernandez, Roxy Paine, Tobias Rehberger, Pedro Reyes, Ralph Provisero, and Brian Tolle. It was decided that these artists would be invited to submit a conceptual proposal.

At their June 21, 2005 meeting, the AiPP established the following criteria that the artists needed to follow for the submission of a conceptual proposal:

- Due date of September 9, 2005;
- The art project had a budget of \$250,000;
- Had to be visible from a car driving by the Park;
- Needed to be sited within the area that MCHarry had selected;
- The project would provide the opportunity for the community to interact with the artwork.

Agenda Item C4D
Date 6-7-06

On September 14, 2005, AiPP met and reviewed the proposals received from Lucien den Arend, Tobias Rehberger, Pedro Reyes, Ralph Provisero and Brian Tolle. Two of the artists invited to participate did not submit proposals: Teresita Fernandez (working on another project) and Roxy Paine. After reviewing the proposals, the Committee had concerns with the projects submitted by Pedro Reyes and Brian Tolle. The concerns with Pedro Reyes' proposal included issues with colors, proposed materials, as well as the proposed platform. The concerns with Brian Tolle's proposal included the proposed materials, the longevity of the work and its restoration, and the dimensions of the project. Subsequently, both Pedro Reyes and Brian Tolle addressed all concerns expressed by the Committee.

At their October 6, 2005 meeting, AiPP reviewed the five proposals and, based on the aforementioned requirements, voted unanimously in favor of short listing Tobias Rehberger and Brian Tolle. MCHarry Associates (the City's Architecture and Engineering consultant for the Collins Park Project) and City staff were present at the meeting and participated in the discussion and selection process. Both artists were asked to fully develop and present a complete proposal for Collins Park.

The two finalists, Tobias Rehberger and Brian Tolle, entered into agreements with the City of Miami Beach to develop and submit a proposal for a work of art for Collins Park, due March 21, 2006. The artists were paid a fixed fee (honorarium) of two thousand five hundred dollars (\$2,500), which was based on standards set in the City's Art in Public Places Guidelines, and in exchange submitted the following to the City:

- A Proposal Narrative describing the Artist's design intent and drawings, graphic or other visual representation of the Work, as well as other data and graphic material necessary to portray the Work, site preparation requirements and, permit the City to assess its feasibility, and its compliance with applicable statutes and ordinances.
- A Preliminary Budget outlining probable construction costs for the fabrication, delivery, site preparation and installation of the Work.

On April 10, 2006, AiPP reviewed the proposals from Tobias Rehberger and Brian Tolle. The proposals included the aforementioned requirements.

PROPOSALS

Tobias Rehberger: "Labyrinth"

(The following description of the project is taken from Mr. Tobias Rehberger's proposal.)

The "Labyrinth" is a large-scale sculpture for Collins Park and the project intends to establish a dialog in relation to the traditional garden mazes of the 18th and 19th centuries. This accessible sculpture would create wide paths that eventually lead to a center space containing a fountain that offers a thin tall line of drinking water. The bricks would create an open pattern with a porosity that would shift according to the visitor's point of view. The texture of the bricks would also result in an interesting play of shadows that would lead, together with their color variation, to a wide variety of visual aspects.

The size and scale of the proposed labyrinth is determined by the site resulting in 15m x 16 dimension. There will be located within the maze and around its perimeter area (located in trees).

Brian Tolle: "Maze"

(The following description of the project is taken from Mr. Brian Tolle's proposal.)

Miami Beach is a city shaped both physically and culturally by the sea. This sculpture will be shaped using cutting edge 3D modeling techniques, developed to create special effects for the cinema, to stimulate the undulating surface of the ocean. The shimmering blue green expanse appears to have been carved from the sea, frozen in space and time, in the form of a swirling celestial maze. The labyrinth can be entered from either end. Visitors will be free to wander through the waves looking as though they are bobbing in the surf or frolicking in a swimming pool.

The wave algorithms will be output using CNC milling machines and cast as panels in ocean blue fiberglass resin. These modules will be mounted using housing constructed of rolled and welded

Corten steel flame cut to reveal the waves in section. The steel will weather to a beautiful rich brown. This patina actually protects the steel from corrosion and is self-healing if scratched. The housing will contain energy efficient LED lights that will burn in excess of 50,000 hours making the sculpture appear as a magical river of light at night. It will serve as a beacon and landmark in Collins Park.

The sculpture, weighing two and one half tons, will be mounted, using stainless steel bolts, to a reinforced concrete slab forty feet in diameter and ten inches thick atop the required footings.

The Committee discussed the two finalists and had the following concerns with the Tobias Rehberger: "Labyrinth" proposal:

- Over budget by \$14,953;
- Budget does not include cost of individuals who are going to install work;
- Budget does not include cost of slab and footings;
- Budget does not include the 2% Contingency Fee;
- Project is not ADA compatible.

The committee discussed both proposals at length and unanimously selected Brian Tolle's "Maze" to be commissioned for Collins Park.

On May 12, 2006, a presentation was made to the Collins Park Cultural Center Oversight Committee and the Committee unanimously passed a resolution in favor of the project. In addition, on May 16, 2006, Staff presented the project to the Collins Park Neighborhood Association and the association voted unanimously in support of the Brian Tolle project for Collins Park.

A projected time-line going forward on the project is as follows:

- City Commission (Referral to Neighborhoods/Community Affairs Committee) – June 7, 2006
- Neighborhoods/Community Affairs Committee – June 28, 2006
- Historic Preservation Board – July 11, 2006
- Historic Preservation Board – August 8, 2006
- City Commission for award – September 6, 2006

CONCLUSION

The Administration recommends referral of the "Maze" design proposal (Exhibit "A") to the Neighborhoods/Community Affairs Committee for discussion.

JMG/HMF/MAS/dl

T:\AGENDA\2006\jun0706\consent\Maze_Collins Park Comm Referral.doc

Collins Park Cultural Campus

Brian Tolle Studio

Concept:

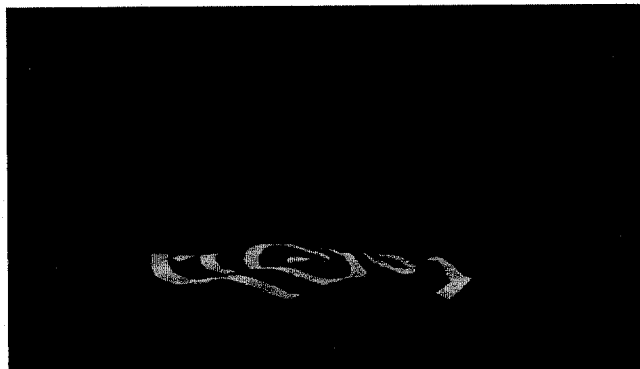
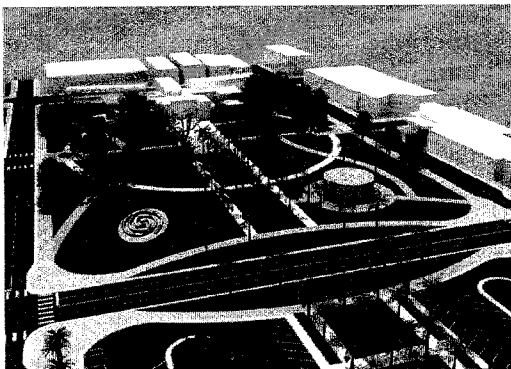
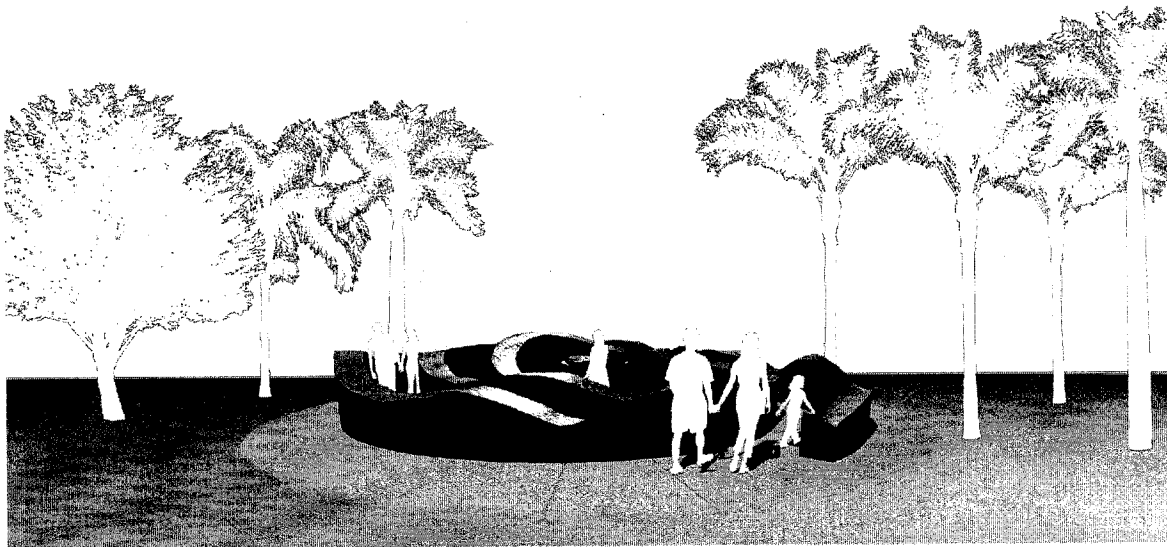
Miami is a city shaped both physically and culturally by the sea. This sculpture will be shaped using cutting edge 3D modeling techniques, developed to create special effects for the cinema, to simulate the undulating surface of the ocean. The shimmering blue green expanse appears to have been carved from the sea, frozen in space and time, in the form of a swirling celestial maze. The labyrinth can be entered from either end. Visitors will be free to wander through the waves looking as though they are bobbing in the surf or frolicking in a swimming pool.

The wave algorithms will be output using CNC milling machines and cast as panels in ocean blue fiberglass resin. These modules will be mounted into a housing constructed of rolled and welded Corten steel, flame cut to reveal the waves in section. The steel will weather to a beautiful rich brown. This patina actually protects the steel from corrosion and is self-healing if scratched. The housing will contain energy efficient LED lights that will burn in excess of 50,000 hours making the sculpture appear as a magical river of light at night. It will serve as a beacon and landmark in Collins Park.

The sculpture, weighing two and a half tons, will be mounted, using stainless steel bolts, to a reinforced concrete slab forty feet in diameter and ten inches thick atop the required footings.

ADA guidelines:

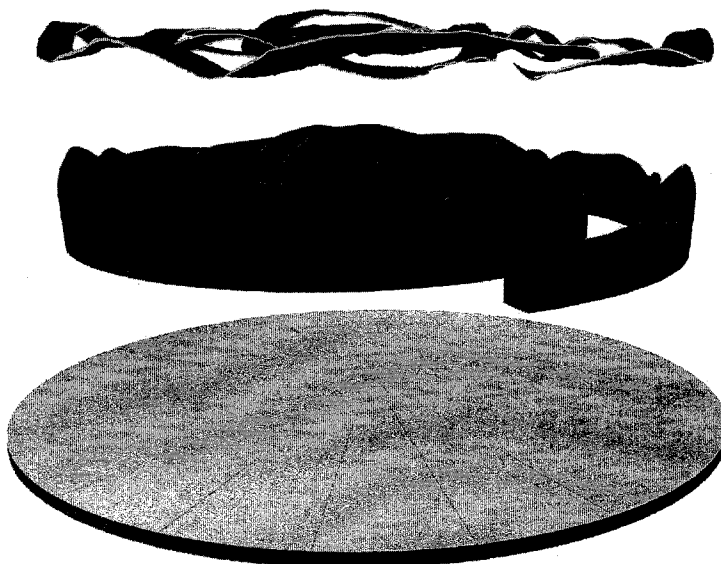
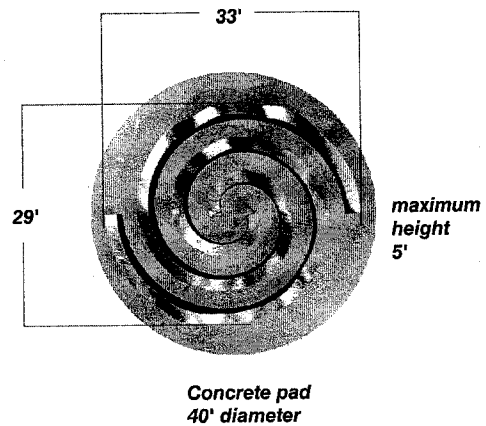
The work will meet all ADA requirements. The concrete slab will be flat and even with the existing grade of the lawn. The slab will also provide a firm surface for wheelchair users to move easily in and around the sculpture. The pathways within the maze will be in excess of forty inches meeting the required code.



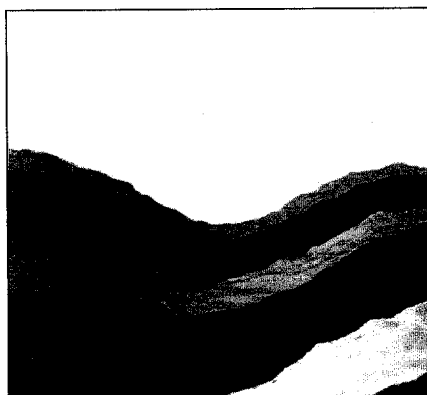
Durability and maintenance:

The prevention of vandalism can never be fully guaranteed. However, measures can be taken to make a work resistant to such acts and more easily restored.

The ocean blue fiberglass resin panels that make up the crest of the waves are extremely durable. This material is very well suited to the climate of South Florida as it is the same product used to construct the hulls of boats. The custom color is intrinsic to the material and is formulated with a UV protector, which will prevent cracking and yellowing. Additionally, a clear urethane sealer will be applied to each panel to add extra UV protection as well as protection against graffiti and scratching. In the event a panel is scratched it can be buffed out as the material is cast in excess of one-quarter inch. This coating also has the advantage of being able to be reapplied directly in the field.

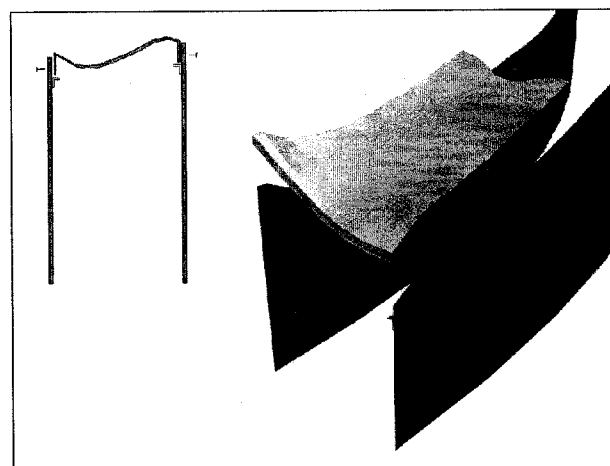


The housing of the sculpture will be made from quarter inch thick Corten steel. This steel alloy is incredibly strong and is used both in the construction of bridges and to armor military vehicles. The rich brown patina is a tightly adherent protective oxide coating. Additional coatings are not necessary but may be applied to protect the work against graffiti.



The piece is designed to prevent use by skateboarders, rollerbladers and mountain bikers. The undulating surface of the sculpture is simply too irregular, curved and narrow to ride on. The tops of the steel walls are craggy and would not provide a smooth edge for skateboards to glide along. The steel and fiberglass are more than strong enough to withstand sitting and climbing.

The internal lighting of the sculpture will be achieved with LED lamps rated for outdoor applications. They are energy efficient and are rated for 50,000 hrs. The bulbs will be mounted directly to the Corten steel housing and are easily accessible by removing the security screws and lifting off the corresponding fiberglass panels on the top of the sculpture.





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

MIAMI BEACH REDEVELOPMENT AGENCY (305) 673-7295, Fax: (305) 673-7033

TO: Jorge M. Gonzalez
City Manager

FROM: Kent O. Bode
Redevelopment Coordinator

VIA: Tim Hemstreet
Assistant City Manager

DATE: May 25, 2006

**SUBJECT: COLLINS PARK CULTURAL CENTER OVERSIGHT COMMITTEE
RESOLUTION CONCERNING THE AIPP PROJECT FOR COLLINS PARK**

At the May 17, 2006, Collins Park Cultural Center Oversight Committee Meeting, the Committee unanimously approved the Art in Public Places Committee's recommendation of the interactive maze sculpture by Brian Tolle for Collins Park. The motion was made by Bob Goodman and unanimously approved.

KOB:so



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: REFERRAL TO THE FINANCE AND CITYWIDE PROJECTS COMMITTEE - DISCUSSION REGARDING MAXIMIZING BOOKINGS AT THE BYRON-CARLYLE AND COLONY THEATERS FOR EXTENDED-RUN AND FOR OFF-PEAK BOOKINGS, BY ALLOWING FOR ADJUSTMENTS TO RENTAL RATES AT THE THEATERS.

ADMINISTRATION RECOMMENDATION

Refer discussion to Finance/Citywide Projects Committee as recommended by staff.

BACKGROUND

In July of 2004, with direction from the City Administration, the Mayor and City Commission adopted Resolution No. 2004-25646 establishing rental rates for the Byron Carlyle, Colony and Little Stage theaters. These rates were determined after a detailed examination of rates charged by similar venues in South Florida and elsewhere, and included fee schedules for non-profit organizations as well as for commercial users. There were, however, no provisions made for extended-run bookings, nor for off-season rate reductions, and the Administration was not granted the ability to adjust rates when necessary under certain circumstances to maximize theater use. With the impending opening of the Miami Performing Arts Center (MPAC), the Administration believes it is time to take more aggressive action to provide residents and visitors with the widest possible variety of cultural offerings.

The Byron Carlyle Theater was extremely successful during its first year of operation, exceeding its booking and income projections by 262%, but bookings have fallen off dramatically since the opening of the more desirable Colony Theatre. The Colony is already heavily booked for the 06/07 season, with only holiday weekends (i.e. Thanksgiving and Christmas) still available. It remains to be seen if there will be enough spillover to keep the Byron Carlyle at previously booked levels. Traditionally both theaters are slow in the summer months. This summer it appears that the Colony will be dark for weeks at a time, and there is nothing at all booked at the Byron Carlyle from June 2 until October 4 – this following a slow spring. Additionally, both theaters generally are dark on Monday and Tuesday nights throughout the year.

The vast majority of users for both theaters has been local non-profit arts groups (most of them CAC grant recipients) booking from one to three days at a time, with one or two public shows. Commercial users are few, and the opening of the MPAC's Black Box may reduce their number further. The fee structure currently in place discourages extended-run

Agenda Item C4E
Date 6-7-06

bookings, particularly at the higher commercial rates. Enabling the Administration to negotiate these rates during periods when a theater would not otherwise be utilized would increase revenues while benefiting residents and visitors by expanding the number of cultural offerings. Flexibility with the fee schedule would also allow accommodation of the numerous requests for independent film screenings and other small commercial productions off-nights throughout the year. Additional revenues also would result from ancillary bookings for daytime use (such as recordings and roadshow rehearsals,) requests for which have increased recently.

CONCLUSION

The Administration recommends referral to the Finance/Citywide Projects Committee discussion of whether or not to allow the City to negotiate rates at the City's theaters.


JMG/HMF/MAS/gf

T:\AGENDA\2006\jun0706\consent\Theater Rates Referral Memorandum.doc

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING RENTAL RATES FOR THE BYRON CARLYLE, COLONY AND ACORN THEATERS, AND OTHER RELATED ACTIVITIES, AS SET FORTH IN EXHIBITS B, C & D OF THE COMMISSION MEMORANDUM TO THIS RESOLUTION AS INCORPORATED HEREIN AND ATTACHED HERETO; SAID FEES EFFECTIVE ON OCTOBER 1, 2004; AND REPEALING THE ESTABLISHED RENTAL RATES FOR THE LITTLE STAGE (ACORN) THEATER, AS SET FORTH IN RESOLUTION NO. 2003-25306.

WHEREAS, on October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater), including, without limitation, all adjacent grounds, sidewalks, rights-of-way and marshaling areas, but not including the adjacent parking lots (collectively with the Convention Center and Theater, the Facility) located in the City of Miami Beach, Florida (the Agreement); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the City has elected, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater); and

WHEREAS, the City's Tourism and Cultural Development Department has conducted an in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas; and

WHEREAS, On July 30, 2003, the City Commission adopted Resolution No. 2003-25306, which established user fees for various parks and recreation programs and facilities, including the Acorn Theater; and

WHEREAS, the Administration recommends repealing the rental rates for the Acorn Theater, as set forth in the aforementioned Resolution, and adopting the proposed new rates as set forth in Exhibits B, C & D of the Commission Memorandum to this Resolution as incorporated herein and attached hereto; and

WHEREAS, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby establish rental rates for the Byron Carlyle, Colony And Acorn Theaters, and other related activities, as set forth in Exhibits B, C & D of the Commission Memorandum to this Resolution as incorporated herein and attached hereto; said fees effective on October 1, 2004; and further repeal the former rental rates for the Acorn Theater, as set forth in Resolution No. 2003-25306.

PASSED AND ADOPTED this 28th day of July, 2004.

ATTEST:

for Maria E. Manting
CITY CLERK

JMG/CMC/mas

F:\info\SALL\Max\TCD\SMG\SMG Amendment No. 1_RESO.doc

[Signature]
MAYOR:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 7/14/04
City Attorney
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters.

Issue:

Whether to approve a resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters, as proposed in exhibits B, C, and D.

Item Summary/Recommendation:

Pursuant to Section 2.2 of the City's Agreement with SMG, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater). A related item has been submitted in today's agenda recommending exercising the aforementioned option provided in Section 2.2 and amending the current management agreement with SMG.

An in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas (**please refer to Exhibit A**). Included in this survey was expense and income information related to the last three years of the Colony Theater's operations prior to its closing for renovation in July 2002. The purpose of this survey was to assemble what is believed to be an equitable rental plan and project annual operating budgets for the Byron Carlyle and Colony Theaters. The analysis also included income and expense projections from the Dowling Study, SMG and City Staff. Detailed rental rate schedule for the three facilities are provided in exhibits B, C, and D.

To be consistent with previous Commission action and direction, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

Advisory Board Recommendation:

The proposed rental rates were reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting.

Financial Information:

Amount to be expended:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; display: flex; align-items: center; justify-content: center;"> </div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>CNC</i>	<i>Jurey</i>

T:\AGENDA\2004\Jul2804\Regular\TheaterRentalRates.SUM.doc

AGENDA ITEM C7M
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING RENTAL RATES FOR THE BYRON CARLYLE, COLONY AND LITTLE STAGE (ACORN) THEATERS, AND OTHER RELATED ACTIVITIES, AS SET FORTH IN THE ATTACHMENTS HERETO; SAID FEE EFFECTIVE ON OCTOBER 1, 2004; AND REPEALING ESTABLISHED RENTAL RATES FOR THE LITTLE STAGE (ACORN) THEATER AS SET FORTH IN RESOLUTION 2003-25306.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

ANALYSIS

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25107, which authorized the issuance of an RFP for the management and operation of (1) the MBCC and the Gleason, or (2) the Gleason only, with an option to manage and market other City Cultural Facilities to include but not limited to: the Byron-Carlyle Theater, the Rotunda, the Acorn Theater, the bandshell and/or the Colony Theater.

On October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater). Pursuant to Section 2.2 of the Agreement, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater). A related item has been submitted in today's agenda recommending exercising the aforementioned option provided in Section 2.2 and amending the current management agreement with SMG.

As per the City's contract with SMG which specified a fee not to exceed \$50,000 for these services, the City has negotiated an agreed upon management fee of \$40,000 annually, and all personnel, including a house manager, will be accounted for as operating expenses of the venues, similar to the operating relationship the City has established with SMG for the management of the Miami Beach Convention Center and Jackie Gleason Theater.

During the fall of 2003, the Tourism and Cultural Development Department conducted an in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas (please refer to Exhibit A). Included in this survey was expense and income information related to the last three years of the Colony Theater's operations prior to its closing for renovation in July 2002. The purpose of this survey was to assemble what is believed to be an equitable rental plan and project annual operating budgets for the Byron Carlyle and Colony Theaters. The analysis also included income and expense projections from the Dowling Study, SMG and City Staff. The proposed rental rates were reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting.

The following is a list of cultural facilities analyzed by the Administration:

- Actor's Playhouse, Coral Gables, FL
- Broward Center for the Performing Arts
- Amaturo Theater, Ft. Lauderdale, FL
- Colony Theater, Miami Beach, FL
- Gleason Theater, Miami Beach, FL
- 800 seat retrofit
- Black Box Theater
- Gusman Center for the Performing Arts, Miami, FL
- Joyce Theater, New York, NY
- Lincoln Theater, Miami Beach, FL
- North Miami Beach, NMB, FL
- Rialto Center for the Performing Arts, Atlanta, GA
- Symphony Space, New York, NY
- Peter Jay Sharp Theater
- Leonard Nimoy Thalia Theater

The base proposed rental rates are as follows:

Byron Carlyle Theater

For a detailed rental fee schedule of the Byron Carlyle Theater please refer to Exhibit B.

Non-Profit Organizations	Performances 1 ½ hr. prior to Advertised time of curtain	Second Performance Same Day
Operating Budgets:		
\$250,000 or Below	\$500 (4.5 hrs.)	\$250 additional
\$250,000 - \$500,000	\$700 (4.5 hrs.)	\$350 additional
\$500,000 and above	\$900 (4.5 hrs.)	\$450 additional

Additional Tech Time on a performance day: \$50.00 per hour

Load In/ Rehearsal Rate: \$550 (10 hours)

Load Out Fee: \$50 per hour from final curtain

For-Profit Organizations

Performances	\$1000.00 (4.5 hours)
Second Performance (Same Day)	\$500.00

Colony Theater

For a detailed rental fee schedule of the Colony Theater please refer to Exhibit C.

Non-Profit Organizations	Performances 2 hr. prior to Advertised time of curtain	Second Performance
Operating Budgets:		
\$250,000 or Below	\$600 (5 hrs.)	\$300 additional
\$250,000 - \$500,000	\$800 (5 hrs.)	\$400 additional
\$500,000 and above	\$1,000 (5 hrs.)	\$500 additional

Load In/ Rehearsal Rate: \$750 (12 hours)
 Tech / Rehearsal Same Day As Show \$300 (8 Hours)
 Overtime: \$75 per hour

For-Profit Organizations

Performances	\$1,500.00 (5 hours)
2 nd Performance (Same Day)	\$750.00

Little Stage (Acorn) Theater

For a detailed rental fee schedule of the Little Stage (Acorn) Theater please refer to Exhibit D.

Non-Profit Organizations

Performances (2 hr. prior to Advertised time of curtain)	\$200.00 (5 hours)
2 nd Performance (Same Day)	\$100.00

Load In/ Rehearsal Rate: \$200 (12 hours)
 Tech / Rehearsal Same Day As Show \$100 (8 Hours)
 Overtime: \$50 per hour

For-Profit Organizations

Performances	\$500.00 (5 hours)
2 nd Performance (Same Day)	\$250.00

On July 30th the City Commission adopted Resolution No. 2003-25306, which established user fees for various parks and recreation programs and facilities including the Little Stage

(Acorn) Theater (**please refer to Exhibit E**). The Administration recommends repealing the rental rates as set forth in the aforementioned resolution and adopt the proposed rates as described herein.

CONCLUSION

The Mayor and the City Commission should approve the resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters. To be consistent with previous Commission action and direction, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

JMG/CMC/MAS

T:\AGENDA\2004\Jul2804\Regular\TheaterRentalRates.CM.doc

EXHIBIT A

Cultural Facilities Rates/Fees Comparisons

Facility	Rental Fee's				Additional Performance / For Profit & NFP	Deposit	Admin Fee
	Stage Size	Fires	Seats	For-Profit	Non-Profit	Load In/Rehearsal	
Broward Center / Amaturio Theater	45' W X 40' D	Fly	582	\$950 or 10% of gross includes load in & 3.5 Hr perf	\$950 or 10% of gross includes load in & 3.5 Hr perf	Included in Rental Fee	4% of Prod. Invoice
Byron Carlyle Theater - Consultant Proposal		No Fly	300				50% of total
Colony Theater - Consultant Proposal		Fly	440				50% of total
Colony Theater - 1984 through 2001	40' W X 30' D	No Fly	440/25	\$800 6 hrs.	\$700-\$350 sliding scale/ 6 hrs.	\$450/\$250	50% of total
Gleason Retro Fit	108' W X 48' D	Fly	800	\$1,500 + bldg exp.	\$1,500 + bldg exp.	\$1,000	\$850
Gleason Studio		No Fly	150				
Gusman Theater	42' W X 45' D w/apron	Fly	1800	\$1,300 or 8% gross	N/A		\$300 per perf
Joyce Theater*	43' W X 35' D	No Fly	472	N/A	\$21,000/\$23,000 wk (nat & Intnl)	\$1,000/\$800	\$4,000/\$2,000
Lincoln Theater		No Fly	765	\$1,100	\$700	50% of rent	\$1,000
North Miami Beach PAC	48' W X 36' D	No Fly	382/831	\$1,300	\$1,050	\$725	\$700
Rialto Theater	44' W X 33' 9" D	No Fly	833	\$1,750 / \$2,800	\$875/\$1,750	\$875 (no public)	\$550/\$425
Symphony Space /Peter Jay Sharp Theater**	40' W X 38" D	No Fly	760	\$3,000/\$2,600/ \$13,500 f-m/t-th/wk	\$2,500/\$2,100 /\$11,000	\$500/4.5 hrs	\$1,000d/ \$3,000w
Symphony Space / Leonard Nimoy Theater***		No Fly	172 w/apron	\$700	\$600	\$250/4.5 hrs	\$250d/ \$1,000w

*subsidized 84%

**rates include Box, Front of House & Technical Advisor

***no Sat/Sun rentals & rates include Box, Front of House (FOH) & Technical Advisor

EXHIBIT A

Front of House Fee Detail

Facility	For-Profit Box		Non-Profit Box		Ushers/Tickets		House Manager
Broward Center / Amature Theater	3.5% of gross/min \$250	2.5% gross/min \$250					
Byron Carlyle Theater - Consultant Proposal	\$250-\$300	\$250-\$300			included		included
Colony Theater - Consultant Proposal	\$250-\$300	\$250-\$300			included		included
Colony Theater - 1984 through 2001	\$250 per show \$100/add	\$250 per show/\$100 add			incl in box fee		incl in box fee
Gleason Retro Fit	\$750 + .10 tkt printed	\$750 + .10 tkt printed					
Gleason Studio							
Gusman Theater	\$135 per perf	N/A			\$575		included
Joyce Theater	N/A	included in weekly rental			included		included
Lincoln Theater*	\$100 +3%	\$100 +3%			\$325		\$140
North Miami Beach PAC **	Lessee responsibility	Lessee responsibility			\$12		
Rialto Theater	package	package					
Symphony Space /Peter Jay Sharp Theater	Part of Rental	Part of Rental			Part of Rental		Part of Rental
Symphony Space / Leonard Nimoy Theater	Part of Rental	Part of Rental			Part of Rental		Part of Rental

* 4 hr. minimum

** 4 hour minimum

Back of House Fee Detail

EXHIBIT A

Facility	Union / Non-Union Facility	Technical/Stage Hands		Operations Supervisor	Stage Manager	Department Heads			
		Show Rate	Hourly Rate (For Profit / Not For Profit)			Show Rate	Hourly Rate	Overtime	Janitorial
Broward Center / Amature Theater	Union	\$89/\$97	\$20.76 - \$23.10 + 33%			\$89/\$98	\$24.36 + 33%	1 1/2 & 2	
Byron Carlyle Theater - Consultant Proposal ¹	Non-Union	\$50/\$65	\$17.50/\$15+ 20% tit		not provided	\$50/\$65	\$17.50/\$15+ 20% tit	1 1/2 & 2	In Front of House (FOH)
Colony Theater - Consultant Proposal ²	Non-Union	\$50/\$65	\$17.50/\$15+ 20% tit		not provided	\$50/\$65	\$17.50/\$15+ 20% tit	1 1/2 & 2	in FOH
Colony Theater - 1984 through 2001 ³	Non-Union	\$45/\$50	\$15/\$12		not provided	\$45/\$50	\$15/\$12	1 1/2 & 2	in FOH
Gleason Retro Fit	Union							1 1/2	
Gleason Studio	Union								
Gusman Theater	Union	\$89/\$97	\$21-\$23+ 41% tit		not provided	\$89/\$98	\$24+ 41% tit	1 1/2 & 2	\$150
Joyce Theater ⁴	Non-Union	\$83	\$20.70 + %		not provided	\$92.60	\$23.15 + %	1 1/2 & 2	
Lincoln Theater ⁵	Non-Union		\$28/hr.	\$38.75/hr.	\$32.50/hr.				\$45/hr.
North Miami Beach PAC ⁶	Non-Union	\$56	\$14/\$14			\$80	\$20/\$17.50		
Rialto Theater	Non-Union		\$13.50/hr.		\$20/hr.		\$18/hr.	1 1/2 & 2	
Symphony Space /Peter Jay Sharp Theater	Non-Union?		Producer Provides		Part of Rental				
Symphony Space / Leonard Nimoy Theater	Non-Union?		Producer Provides		Part of Rental				

Note 1-3: 4 hr. minimum
 4: crew included in weekly rental & 8 hr. standard day
 5: 4 hour minimum
 6: 4 hour minimum

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

Theatre Rental Rates

Non-Profit Organizations	Performances 2 hr. prior to Advertised time of curtain	Second Performance Same Day
Operating Budgets:		
\$250,000 or Below	\$500 (5 hrs.)	\$250 additional
\$250,000 - \$500,000	\$700 (5 hrs.)	\$350 additional
\$500,000 and above	\$900 (5 hrs.)	\$450 additional

Load In/ Rehearsal Rate: \$550 (12 hours)
Tech / Rehearsal Same Day As Show \$250 (8 Hours)
Overtime \$50 per hour

For-Profit Organizations

Performances	\$1,000.00 (5 hours)
2nd Performance (Same Day)	\$500.00

Load In/ Rehearsal Rate: \$800 (12 hours)
Tech / Rehearsal Same Day As Show \$450 (8 Hours)
Overtime \$100 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$350.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$175.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

7/9/2004

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

Insurance Requirements

The City of Miami Beach and SMG must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

The City of Miami Beach reserves the absolute right at its sole discretion to increase these requirements, as necessary, to protect the interests of the City, including an increase in the amount and type of coverage required, depending upon the scope and nature of the special event.

- *Commercial General Liability* - Commercial General Liability insurance, on an occurrence form, must be obtained in the amount of at least \$1,000,000 per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for contractual liability.
- *Worker's Compensation and Employer's Liability* - Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.
- *Automobile Liability Insurance* **may be** required in the amount of \$1,000,000. Dollars per occurrence to provide coverage for any owned and non-owned vehicles used by the lessee on the facility premises, including loading and unloading hazards. The City of Miami Beach and SMG must be named as additional insured.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

***Production Services**

Non-Profit labor Rates:

Performance 3 hour call from advertised time of curtain	per crew member	\$50.00 flat rate
Load-in, rehearsal 3 technicians (4 hour minimum call)	per crew member	\$15.00 per hour
Overtime (before 8 am and after 12 midnight) After 8 hours on a day or after 3 hours of A performance call	per crew member	\$22.50 per hour

Commercial Labor Rates:

Performance 3 hour call from advertised time of curtain	per crew member	\$65.00 flat rate
Load-in, rehearsal 3 technicians (4 hour minimum call)	per crew member	\$17.50 per hour
Overtime (before 8 am and after 12 midnight) After 8 hours on a day or after 3 hours of A performance call	per crew member	\$26.25 per hour

Labor Payments

*All labor cost are subject to an additional fee to cover payroll costs.

Estimated labor invoice will be included in the payment schedule of the RIDER TO VENUE CONTRACT.

Equipment Rental (subject to availability)

Marley Dance Floor	\$65.00 First Day	\$50.00 additional days (3 day Max.)
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly
Equipment Subject to Sales Tax	7.0% sales tax	

7/9/2004

**Colony Theater Fee Schedule
FINAL-DRAFT-**

EXHIBIT C

Theater Rental Rates

Non-Profit Organizations

Performances
2 hr. prior to
Advertised time of curtain

Second Performance
Same Day

Operating Budgets:
\$250,000 or Below
\$250,000 - \$500,000
\$500,000 and above

\$600 (5 hrs.)
\$800 (5 hrs.)
\$1,000 (5 hrs.)

\$300 additional
\$400 additional
\$500 additional

Load In/ Rehearsal Rate: \$750 (12 hours)
Tech / Rehearsal Same Day As Show \$300 (8 Hours)
Overtime: \$75 per hour

For-Profit Organizations

Performances	\$1,500.00 (5 hours)
2 nd Performance (Same Day)	\$750.00

Load In/ Rehearsal Rate: \$1,000 (12 hours)
Tech / Rehearsal Same Day As Show \$500 (8 Hours)
Overtime: \$150 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$350.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$175.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

7/9/2004

**Colony Theater Fee Schedule
FINAL-DRAFT-**

EXHIBIT C

Insurance Requirements

The City of Miami Beach must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

The City of Miami Beach reserves the absolute right at its sole discretion to increase these requirements, as necessary, to protect the interests of the City, including an increase in the amount and type of coverage required, depending upon the scope and nature of the special event.

- *Commercial General Liability* - Commercial General Liability insurance, on an occurrence form, must be obtained in the amount of at least \$1,000,000 per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for contractual liability.
- *Worker's Compensation And Employer's Liability* - Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

***Production Services**

Non-Profit labor Rates:

Performance		
3 hour call from advertised time of curtain	flat	\$50.00
per crew member		
Load-in, rehearsal		
4 technicians & 4 hour minimum on all calls	per crew member	\$15.00
per hour		
Overtime (after 8 am and prior to 12 midnight)		

7/9/2004

**Colony Theater Fee Schedule
FINAL-DRAFT-**

EXHIBIT C

After 8 hours on a day or after 3 hours of A performance call	per crew member	\$22.50
per hour		

Commercial Labor Rates:

Performance 3 hour call from advertised time of curtain	flat	\$65.00
per crew member		

Load-in, rehearsal 3 technicians and 4 hour minimum on all calls	per crew member	\$17.50
per hour		

Overtime After 8 hours on a day or after 3 hours of A performance call	per crew member	\$26.25
per hour		

*All labor invoices are payable in full before the final performance. Please make one check payable to _____ for the total amount of invoice.

Equipment Rental

Marley Dance Floor	\$65.00 First Day	
	\$50.00 each additional day	
Followspot	\$45.00 per day	\$135.00 weekly
Piano rental	\$70.00 per day	\$210.00 weekly
Piano tuning	market rate	
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly
Slide Projector	\$45.00 per day	\$135.00 weekly
Equipment Sales Tax	7.0% sales tax	

7/9/2004

Little Acorn Theater Fee Schedule

EXHIBIT D

FINAL-DRAFT-

Theater Rental Rates

Non-Profit Organizations

Performances (2 hr. prior to Advertised time of curtain)	\$200.00 (5 hours)
2 nd Performance (Same Day)	\$100.00

Load In/ Rehearsal Rate: \$200 (12 hours)
Tech / Rehearsal Same Day As Show \$100 (8 Hours)
Overtime: \$50 per hour

For-Profit Organizations

Performances	\$500.00 (5 hours)
2 nd Performance (Same Day)	\$250.00

Load In/ Rehearsal Rate: \$500 (12 hours)
Tech / Rehearsal Same Day As Show \$200 (8 Hours)
Overtime: \$100 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$250.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$150.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

7/9/2004

FINAL-DRAFT-**Insurance Requirements**

The City of Miami Beach must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

The City of Miami Beach reserves the absolute right at its sole discretion to increase these requirements, as necessary, to protect the interests of the City, including an increase in the amount and type of coverage required, depending upon the scope and nature of the special event.

- *Commercial General Liability* - Commercial General Liability insurance, on an occurrence form, must be obtained in the amount of at least \$1,000,000 per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for contractual liability.
- *Worker's Compensation And Employer's Liability* -Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

Production Services*Non-Profit labor Rates:**

Performance		
3 hour call from advertised time of curtain	flat	\$50.00
per crew member		
Load-in, rehearsal		
2 technicians & 4 hour minimum on all calls	per crew member	\$15.00
per hour		
Overtime (after 8 am and prior to 12 midnight)		
After 8 hours on a day or after 3 hours of		
A performance call	per crew member	\$22.50
per hour		

7/9/2004

Little Acorn Theater Fee Schedule**EXHIBIT D****FINAL-DRAFT-****Commercial Labor Rates:**

Performance		
3 hour call from advertised time of curtain	flat	\$65.00
per crew member		

Load-in, rehearsal		
2 technicians and 4 hour minimum on all calls	per crew member	\$17.50
per hour		

Overtime		
After 8 hours on a day or after 3 hours of		
A performance call	per crew member	\$26.25
per hour		

*All labor invoices are payable in full before the final performance. Please make one check payable to _____ for the total amount of invoice.

Equipment Rental

Marley Dance Floor	\$65.00 First Day	
	\$50.00 each additional day	
Followspot	\$45.00 per day	\$135.00 weekly
Piano rental	\$70.00 per day	\$210.00 weekly
Piano tuning	market rate	
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly
Slide Projector	\$45.00 per day	\$135.00 weekly
Equipment Sales Tax	7.0% sales tax	

7/9/2004



PARKS & RECREATION



(NEW FEES AS OF 10/01/03)

Little Stage Theater

2100 Washington Avenue, MB – (305) 673-7784

Maximum capacity 78

- Rental:** MB Residents \$150.00 for 4 hour block, \$25.00 each additional hour (Deposit of \$300.00)
Non-Residents \$250.00 for four hour block, \$50.00 each additional hour (Deposit \$500.00)
7% tax on rental rate only
- Rehearsals:** 1 technical rehearsal is required (with CMB technical staff) and is considered a rental date. 1 practice session (no more than 4 hours) is allowed at no charge.
- Staffing:** \$25.00 per hour per staff member as appropriate. 4 hour minimum (staff oversees facility supervision).
- Technical:** Must have own technical assistance. Additionally, per Recreation Division requirements CMB technical staff must be on site to assist with production at rate of \$75.00 for 4 hour block
- Insurance:** Per City Risk Management guidelines. Lessee must provide 1 million dollar General Liability Certificate listing the City of Miami Beach (1700 Convention Center Drive, MB) as additional insured. Proof of worker's compensation as applicable. Additional requirements if alcohol is served.
- Parking:** Metered street parking only.
- Hours:** Events must conclude by 11:00 PM

Call (305) 673-7730 VOICE or (305)673-7220 TDD to request material in accessible format, sign language interpreters (5 days in advance when possible), or information on access for persons with disabilities.

THIS PAGE INTENTIONALLY LEFT BLANK



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *JMG*

DATE: June 7, 2006

SUBJECT: **REFERRAL TO FINANCE AND CITYWIDE PROJECTS COMMITTEE - DISCUSSION REGARDING PROPOSED CITY OF MIAMI BEACH FINANCIAL POLICIES, AS RECOMMENDED BY THE BUDGET ADVISORY COMMITTEE**

ADMINISTRATION RECOMMENDATION

Refer the discussion regarding Proposed City of Miami Beach Financial Policies, as recommended by the Budget Advisory Committee, to the Finance and Citywide Projects Committee.

BACKGROUND

The City of Miami Beach's Strategic Plan includes Key Intended Outcomes to ensure the long-term sustainability of City government: Ensure expenditure trends are sustainable over the long term; and Improve overall financial health and maintain overall bond rating. A number of policies and structural changes have been implemented towards achieving these outcomes, including: establishment of the City's 11% Emergency Reserve, establishment of a Renewal and Replacement Fund with a dedicated millage; structural changes incorporated in the City's FY 2005/06 adopted budget, etc. One of the Citywide Initiatives adopted with the FY 2005/06 budget is the review and further enhancement of the City's financial policies.

Beginning in January 2006, the Budget Advisory Committee (BAC), with support from City administration, began the task of analyzing the City's existing policies, identifying best practices as recommended by the Government Finance Officer Association (GFOA), and reviewing policies of other highly-regarded municipalities. City staff also provided insight regarding rating agency considerations for improving the financial outlook for the City.

GFOA is the professional association of state/provincial and local finance officers in the United States and Canada. In 1995, GFOA and seven other state and local government associations created the National Advisory Council on State and Local Budgeting (NACSLB) and charged it with developing a set of recommended budget practices in the area of state and local budgeting. In 1997 the NACSLB adopted a budgeting framework and recommended budget practices that were subsequently endorsed by GFOA. GFOA recommends that policies in the following areas be developed by professional staff and formally adopted by the jurisdiction's governing board.

Agenda Item C4F
Date 6-7-06

- Stabilization Funds
- Fees and Charges
- Debt Issuance and Management
- Debt Level and Capacity
- Use of One-Time Revenues
- Evaluate the Use of Unpredictable Revenues
- Balancing the Operating Budget
- Revenue Diversification
- Contingency Planning
- Guide the Design of Programs and Services
- Capital Asset Acquisition, Maintenance, Replacement, & Retirement

Governing Magazine, a periodical that focuses on governmental entities, regularly rates select counties and municipalities for their financial management. This list was used to select jurisdictions rated as "A" by Governing Magazine, including Austin, Texas; Fairfax County, Virginia; City of Long Beach, California; Maricopa County, Arizona; Minneapolis, Minnesota; Orlando, Florida; Phoenix, Arizona; State of Utah; and Virginia Beach, Virginia. Municipalities such as El Paso, Texas and Village of Palos Park, Illinois were also reviewed as they were cited in examples from GFOA materials.

Additionally, available policies from neighboring communities in Florida were obtained to provide further insight: City of Coral Springs, Ft. Lauderdale, Miami-Dade County, and Hillsborough County.

For their initial set of recommendations, the BAC focused on the following policies: Stabilization Funds & Fund Balance/Contingency Planning and Cash Reserves; Use of Non-Recurring Revenues; Capital Asset Acquisition, Maintenance, Replacement and Retirement; and Guiding the Design of Programs and Services. Additional policies may be considered in subsequent reviews.



MIAMI BEACH

C: Bob
Tim
Lilia

OFFICE OF THE MAYOR AND COMMISSION

MEMORANDUM

TO: Jorge Gonzalez, City Manager

FROM: Matti H. Bower, Commissioner

DATE: May 30, 2006

SUBJECT: Referral Item to Land Use & Development Committee

Place on the June 7, 2006 City Commission Agenda a referral item to the next Land Use & Development Committee Meeting regarding:

- 1- Discussion of possible dog beach at the 86th street beach.
- 2- Assigning of City liaison from the Parks & Recreation Department for the Responsible Dog Owners of Miami Beach.

MHB/lw

RECEIVED
2006 MAY 30 PM 4:51
CITY MANAGER'S OFFICE
BY

Agenda Item C46
Date 6-7-06

THIS PAGE INTENTIONALLY LEFT BLANK



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **REFERRAL TO THE NEIGHBORHOODS/COMMUNITY AFFAIRS COMMITTEE - DISCUSSION ON PROPOSED LEGISLATION GOVERNING THE DISTRIBUTION OF HANDBILLS AND FLYERS IN CERTAIN AREAS OF THE CITY.**

ADMINISTRATION RECOMMENDATION

Refer the item.

BACKGROUND

In recent months, there has been continued discussion on what provisions currently exist to address the proliferation of commercial handbills and flyers littered on City streets. While handbill and flyer distribution occurs on a relatively regular basis, particularly near and around our nightclubs and areas of high pedestrian traffic, the problem becomes most evident during major event periods such as the recent Memorial Day Weekend. With the implementation of a 24-hour entertainment district in Miami creating additional competition for our clubs, we expect that commercial handbill/flyer distribution will increase in our City. Obviously, this issue creates a huge burden on our sanitation and code compliance services, and provides a very unflattering image of Miami Beach.

Our Code Compliance Division currently assigns staff to monitor areas with high incidence of commercial handbill/flyer distribution and the illegal posting of signs. Citations are regularly issued for flyers found placed on motor vehicles or on public property (such as on a light pole, newspaper rack, garbage can, etc.) pursuant to applicable provisions of current code (Sections 46-116, 46-118 and 82-412), and Code Officers work closely with our enhanced Sanitation teams to respond to areas that have been littered with these flyers. By far the biggest issue continues to be those flyers/handbills that are distributed by hand. On those occasions in which the distributor is observed throwing the handbills to the ground, the individuals are cited under our littering ordinance (Sec. 46-92). However, this necessitates that we observe the distributor actually littering.

Staff has met to discuss options to manage this growing issue. Research has been conducted on legislative actions taken by other municipalities to address this same concern. In particular, staff has reviewed the provisions of a Key West ordinance that establishes parameters on how, when and where commercial handbills and flyers can be distributed. This ordinance has been challenged and was upheld by the 11th Circuit of the United States Court of Appeals. Our legal department has prepared a draft, preliminary ordinance for discussion, setting forth similar provisions for the City of Miami Beach.

Agenda Item C4H
Date 6-7-06

Specifically, similar to Key West, we would look to identify certain zones in the City where flyer distribution would be prohibited. For example, Key West limits distribution in certain historic areas and other specific locations. We would likewise recommend that certain areas, such as the National Register Architectural District, the Ocean Beach Historic District, our beaches and public parking lots, would be designated to prohibit handbill/flyer distribution. In addition, the Key West ordinance provides for the issuance of permits for distribution of handbills/flyers in other areas of the City; we are looking at recommending similar provisions here, as well.

CONCLUSION

The Administration recommends referral to the Neighborhoods/Community Affairs Committee, a discussion on proposed legislation governing the distribution of commercial handbills/flyers in certain areas of the City.

JMG/HMF 

T:\AGENDA\2006\jun0706\consent\Referral Flyer legislation.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *JMG*

DATE: June 7, 2006

SUBJECT: **REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT COMMITTEE MEETING ON MAY 1, 2006**

The General Obligation Bond Oversight Committee ("Committee") met on May 1, 2006. At the meeting, the Committee considered the following issues.

The Committee reviewed and approved the minutes of the May 1, 2006 meeting.

CONTINGENCY REPORT

Mr. Jorge Chartrand, Director of the Capital Improvement Projects (CIP) Office, informed the Committee of several change orders that were approved since the last report.

PROJECT STATUS REPORT

A. Update on Fire Station No. 2:

Substantial completion, prior to punch-list items, is expected in September, 2006. The Fire Station portion of the project is approximately 80% complete. Work is currently in progress in the interior finishes and installations.

The committee clarified that additional funds in the contract are to go to historic preservation toward renovation of the historic fire station building which is the second phase of the overall project.

B. Update on Fire Station No. 4:

The shell of Fire Station 4 is complete, as is the HVAC system and sewer drains. Currently, glazing is underway, to be followed by painting of the building. Substantial completion expected in early June.

C. Update on Normandy Isle Park and Pool:

The park is near completion and should open in June. The pool is expected to open in September.

INFORMATIONAL ITEMS

The updated Calendar of Scheduled Community Meetings was presented but not reviewed.

Seawalls Public Works Director Fred Beckmann and Environmental Manager Jordanna Rubin presented a status update on the 99 seawalls in the city, with specific attention to Pine Tree Park and Collins Canal. A JOC contractor has been hired to begin construction at Pine Tree Park. A kayak launch is also proposed for that site. At Collins Canal, the project still awaits permits from DERM and DEP.

Agenda Item C6A
Date 6-7-06

North Shore Open Space Park Discussion digressed from the park itself to Public Works projects adjacent to the park. Public Works will send a schedule of construction for the North Beach Recreational Corridor south of the park, from 79th Street.

Normandy Shores Golf Course The golf course is currently closed. Construction is expected to begin in October 2006.

Belle Isle Park

NTP has been issued. Construction begins at the end of May.

AIPP

Max Sklar is invited to the next meeting to present information about Corona del Mar, the installation at Washington and 3rd Street.

Update on CIP Staffing There are seven open positions in the Department. CIP is currently interviewing for three positions.

Re-organization of Status Reports

The Committee asked CIP to re-organize the information that is presented at each GOBOC meeting. New ideas will be discussed at the next meeting.

The Committee adjourned at 6:18 PM. The next meeting will be held June 5, 2006.


JMG/TA/JECH/JCC/SHL

T:\AGENDA\2006\jun0706\consent\GOBond Meeting Summary Minutes 06072006.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **REPORT OF THE MINUTES OF THE LAND USE AND DEVELOPMENT COMMITTEE MEETING OF MONDAY, MAY 8, 2006.**

A meeting of the Land Use and Development Committee was held on Monday, May 8, 2006 at 4:00 p.m. in the City Manager's Large Conference Room. The following were in attendance: Vice-Mayor Saul Gross; Commissioners Matti Herrera Bower, Luis R. Garcia, Jr., and Jerry Libbin. Members of the City Administration and the public were also in attendance, see sign in sheet attached. The meeting was called to order at 4:20 p.m.

OLD BUSINESS

1. DISCUSSION REGARDING THE TURTLE NESTING PROTECTION ORDINANCE.

Referral from the February 8, 2006 City Commission meeting.

ACTION: Item discussed, the committee instructed the administration to proceed with the proposed ordinance.

Motion by: Commissioner Garcia and Vice-Mayor Gross, approved.

2. DISCUSSION REGARDING "UTILITY LINE CLEARING," AN FPL PROPOSED ORDINANCE FOR THE VILLAGE OF PALMETTO BAY, FLORIDA. Referral from the February 8, 2006 City Commission meeting.

ACTION: Item continued to the June 6, 2006 Committee Meeting.

3. DISCUSSION ON PARTY HOUSES. Referral from March 8, 2006 City Commission meeting.

ACTION: Item opened and continued to the June 6, 2006 Committee Meeting.

NEW BUSINESS

4. DISCUSSION ON ORDINANCE PROHIBITING HEIGHT VARIANCES WITHOUT CITY COMMISSION APPROVAL OR PUBLIC REFERENDUM. Referral from the March 8, 2006 City Commission Meeting.

ACTION: Item continued to the June 6, 2006 Committee Meeting.

Agenda Item C6B
Date 6-7-06

5. DISCUSSION ON ORDINANCE AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; BY AMENDING DIVISION 3, "RESIDENTIAL MULTIFAMILY DISTRICTS," SUBDIVISION II, "RM-1 RESIDENTIAL MULTIFAMILY LOW INTENSITY," BY ADJUSTING THE HEIGHT FOR ANY NEW CONSTRUCTION OR ADDITIONS TO EXISTING STRUCTURES IN THE FLAMINGO PARK LOCAL HISTORIC DISTRICT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. Referral from the April 11, 2006 City Commission meeting.

ACTION: Item discussed; including discussion on lowering FAR's in the District.

Committee determined that the discussion should be by the whole Commission on May 10.

6. DISCUSSION REGARDING THE 90-DAY TIME PERIOD WHEN ZONING IN PROGRESS STARTS AFTER A POSITIVE RECOMMENDATION FROM THE PLANNING BOARD AND SCHEDULED FOR THE CITY COMMISSION MEETINGS. Referral from the April 11, 2006 City Commission meeting.

ACTION: Item continued to the June 6, 2006 Committee Meeting.

7. DISCUSSION ON HISTORIC PRESERVATION BOARD RESOLUTION PERTAINING TO THE TRANSFER OF DEVELOPMENT RIGHTS (TDR's). Referral from the April 11, 2006 City Commission Meeting.

ACTION: Item continued to the June 6, 2006 Committee Meeting.

8. DISCUSSION REGARDING THE .5 FAR BONUS IN EXISTING ZONING CODE FOR MIXED USE DEVELOPMENTS AND RESERVING SUCH BONUS FOR AFFORDABLE HOUSING/WORKFORCE HOUSE. Referral from the April 11, 2006 City Commission Meeting.

ACTION: Item discussed; Committee decided to focus on height restriction for the CD-2 District within the Architectural District and along the Alton Road edge. The discussion on mixed use projects FAR bonus continued along with item #7 to the June 6, 2006 Committee Meeting.

9. DISCUSSION ON ORDINANCE AMENDING SECTION 46-156, ENTITLED "TEMPORARY PERMITS," BY AMENDING THE PROHIBITED AREAS FOR CONSTRUCTION NOISE AND PROVIDING EXCEPTIONS THERETO; Referral from the April 11, 2006 City Commission Meeting.

ACTION: Item discussed; the Committee decided that in residential districts: one verbal, discretionary warning; however, if illegal commercial party in single family home, no discretion, issue automatic written notice of violation.

The meeting adjourned at 7:00P.M.

JMG/ [Signature]
Attachments

T:\AGENDA\2006\jun0706\consent\Land Use Report of 05082006.doc

LAND USE AND DEVELOPMENT COMMITTEE MEETING

May 8, 2006 @ 4:00 P.M.

City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. Jorge Gomez	jgomez@miamicityfl.gov	7550	7559
2. Heather Porter	hporter@miamicityfl.gov	2609	7028
3. Lisa Botero	lbotero@miamicityfl.gov	6028	7028
4. Jordana Rubin	jrubin@miamicityfl.gov	6121	7028
5. Max Sker	msker@miamicityfl.gov	6116	7577
6. Richard Lorber	rlorber@miamicityfl.gov	6131	7559
7. Kevin Crowder	kcrowder@miamicityfl.gov	6186	7033
8. Gary Held	gheld@miamicityfl.gov	6532	
9. Hilda Fernandez	hildaf@miamicityfl.gov	2568	7782
10. Mark Needle	mneedle@protransit.org	305-531-8877	
11. Randall Robinson	randallr@gonorthbeachfla.com	305-865-4447	864-4175
12. Arthur Marus	marus-a@tellsouth.net	305-674-8248	-
13. Bill Farakas	bill@mdpl.org	305-672-2014	
14. Mary Lou Maxie	maxie@mdpl.org	305-672-2014	
15. Scott Timm	scott@mdpl.org	305-672-2014	
16. Edwin Gonzalez	egonzalez@urban-advisors.com	305-538-9320	
17. Carlos M. Daza	cdaza@bizn.com	305-350-2355	305-351-2239
18. Robert Wenzel	rwenzel@urban-advisors.com	305-538-9320	
19. Melane Moss	mmoss@hotmail.com	305-7908012	
20. Michael O'Hara	mike@mbha.org	305-761-2866	305-537-6612

LAND USE AND DEVELOPMENT COMMITTEE MEETING

May 8, 2006 @ 4:00 P.M.

City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. ROSENTO DUTONNE	rosento @ miamibeachfl.gov	305 538 0080	305 538 2463
2. Lynn W Bernstein	lynnbernstein @ miamibeachfl.gov	6178	
3. JOHN TOMBARZI	JOHN.TOMBARZI @ STILES.COM	954-627-9354	
4. Nelson Kasdin	n.kasdin @ gymsider.com	305-376-6062	
5. AC WEINSTEIN	ACWEINSTEIN @ MIAMIHERN.FL.GOV	X 6157	
6. Joe Fontana	ACWEINSTEIN @	861-2054	305 861-2659
7. LEVIN SMITH	KEVINSMITH @ MIAMI BEACH FL.GOV	305 673 7730	7725
8. Paula Calderon	proalderon @ miamibeachfl.gov	X 6339	
9. Yvonne Sepulveda	yvonne Sepulveda @ miamibeachfl.gov	21. 6091	
10.	@		
11.	@		
12.	@		
13.	@		
14.	@		
15.	@		
16.	@		
17.	@		
18.	@		
19.	@		
20.	@		

F:\cmgr\\$ALL\LUP\LAND USE & DEVELOPMENT COMMITTEE\Attendance Sheet.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **REPORT OF THE FINANCE AND CITYWIDE PROJECTS COMMITTEE
MEETING OF MAY 18, 2006.**

OLD BUSINESS

1. **Discussion regarding Domestic Partner Benefits Coverage Termination - Miami Beach Fraternal Order of Police Health Trust/Fire Fighters Insurance Trust.**

ACTION

Jorge Gonzalez, City Manager, presented the item and introduced the different organizations and their members. Kathleen Phillips, Esq. from Phillips, Richard, Rind P.A., representing the Health Trust, Mr. Robert Rosenwald, Esq. for ACLU, and Hedy Peña from Save Dade. Kathleen Phillips explained that when the program was initially adopted and the benefits were offered, everyone was happy and satisfied with the plan along with the benefits being offered. Therefore the organization did not do much research related to the domestic partners benefit coverage at the time the plan was adopted. It was not until a recent audit that the Health Trust became aware that the plan they are offering for "Domestic Partners" is not in compliance with IRS regulations, which might cause them to lose their tax exempt. Ms. Phillips stated that under IRS rulings Domestic Partners do not qualify as dependents under federal law therefore, they are not entitled to any benefits because they are not considered to be a qualified dependent. Ms. Phillips voiced her concern that the Health Trust could lose their tax exempt status if they continued to provide benefits to their member's domestic partners.

Although they are looking for alternatives, they are still bound by the lack of options that can be offered to the recipients of these benefits. One alternative offered by IRS regulations is to limit claims so that a domestic partner would not exceed a 3% threshold on any one given claim. However, historically the Health Trust has and can exceed this 3% threshold for one claim as stipulated by IRS regulations at any given time in any given benefit year.

Chairman Saul Gross asked what were the consequences of the Health Trust losing their 501(c)9 tax exempt status. It was explained by Ms. Phillips, the City Manager, and others in attendance, that it would have a great impact on all other

Agenda Item CGC

Date 6-7-06

participants paying into the plan, because benefit that are now tax exempt, would no longer be exempt, therefore higher cost would accrue to the participants as well as to the Health Trust itself without the tax exempt status.

Chairman Saul Gross asked for feedback from Ms. Peña and from Mr. Rosendwald. They both agreed that according to the IRS regulation the Trust is at risk of losing their exempt status if they continue to offer the Domestic Partner benefits, but they do hope that there can be other options offered to the recipients of the plan before they opt for termination.

Chairman Saul Gross asked if they had consulted with any tax experts to review the IRS regulations and Ms. Phillips and Mr. Rosenwald, both stated that it has been reviewed extensively by all attorneys and parties involved.

Jorge Gonzalez, City Manager asked for further explanation as to what constitutes a qualified dependent according to IRS rules. It was explained that anyone receiving 51% or more support from another member in a household constitutes as a dependent under IRS rules. Such as children, mothers, brother, etc.

Ms. Peña further explained that this issue is only applicable to non-dependent domestic partners and not to those who are dependents of the plan participants. Jorge Gonzalez, City Manager suggested leaving the benefit to those that qualify as dependents and finding other alternatives for those that are non-dependents. Ms. Phillips stated that they will then be faced with issues of discriminatory treatment and other similar issues by offering different plans to their different members. Mr. Rosenwald expressed that he did not see any discriminatory issues. But Ms. Phillips noted that Mr. Rosenwald does not practice in this area of insurance law therefore his opinion may not be correct.

Commissioner Bower, asked the City Manager whether the City of Miami Beach offered Domestic Partners benefits. He stated that the City does offer these benefits to their employees. Ms. Phillips further clarified that for the City it is not an issue because their exempt status is by virtue of being a government entity unlike the Health Trust which is tax exempt via other statutory provisions.

Chairman Saul Gross, Vice Chairman Richard Steinberg, Commissioner Matti Bower and Jorge Gonzalez, City Manager still had questions and concerns as to the lack of available options to resolve this issue. They asked Ms. Phillips to go back and do more research, and to contact the IRS and maybe even get a representative involved in this issue. Item referred back to Finance and City Wide Projects Committee Meeting for further discussion.

ITEM REFERRED BACK FOR FURTHER DISCUSSION ON THE JULY 20,
2006 MEETING.

NEW BUSINESS

- 2. Discussion regarding alternative options to the joint development with the owners of lot 52 which are 1) underground parking at the Penrod site, and 2) underground parking in the park itself.**

ACTION

Jorge Gonzalez, City Manager presented the item. He proceeded to show maps of the different proposals and options for additional parking in the South Pointe area. He then introduced Mr. Charlie Carreño from The Related Group. He mentioned that Mr. Carreño used to be an employee of the City's Program Manager, Hazen & Sawyer, and is now working for The Related Group.

The different sketches provided represented preliminary assessment of viable possibilities for additional parking in the South Pointe area. Based on the analysis, two sites were identified as viable opportunities to pursue. These sites are located on block 52 and at the corner of Collins and South Pointe Drive (Biscayne Street), respectively.

Since neither of the lots are owned by the City, the discussion centered on the feasibility of a joint-venture with a private sector owner, staff to look at the option of a public/private garage. Upon preliminary discussion with the property owners it was later determined that a public/private venture to construct a parking garage was not currently feasible given the land costs in the area.

Currently, two opportunities have been identified to provide additional public parking in South Pointe. The first opportunity is within South Pointe Park and can be constructed with the park improvements if a decision is made expeditiously. The second opportunity is at the Pier Park surface lot (Penrods), this is a site that was included in the previous analysis with an above-ground solution. The administration is suggesting that a sub-grade solution be examined at this site. Both sites are owned by the City, although control of the Pier Park lot is shared with Penrods.

South Pointe Park

It is anticipated that construction in South Pointe Park will commence this summer. The construction is being performed by TRG as part of the Portofino Settlement Agreement. There are three alternatives for additional parking in South Pointe Park. All three alternatives locate all parking, including the added parking, in essentially the same location as the current parking lot.

Alternates 1 and 2 add spaces through minor expansion of the existing lot, by widening the north parking lot boundary by eighteen (18') feet for Alternate 1, and by widening the north and south parking lot boundaries by (18') feet each for Alternate 2. Alternate 1 adds approximately 28 spaces. Alternate 2, which includes Alternate 1, adds approximately 79 spaces (59 net from Alternate 1).

The cost per space is estimated at \$4,000 per space. This results in an estimated cost of \$112,000 for Alternate 1 and \$316,000 for Alternate 2.

Alternate 3 contemplates adding a level of parking below current grade. This would slightly modify the current proposed project as there would be two levels of parking in the eastern half of the parking lot, one below current grade and one above grade. Although the aesthetic modification to accommodate the parking lot is relatively minor, there is a significant impact to the project in terms of complexity, time, and budget in order to pursue this alternate due to it being partially underground. Issues that need to be addressed that may add time to the project include full engineering, possible requirement to go before the Design Review Board, and integration into the space in a manner that complements both the park and Smith & Wollensky. This Alternate would add approximately 135 spaces at an estimated cost of \$39,500 per space and a potential time delay of a few months to several months. This results in an estimated cost of \$5,400,000, although there is the possibility of financial participation from Smith & Wollensky if spaces could be directly allocated to them.

It should be noted that staff records of the Basis of Design Report process for the South Pointe Park project indicate a high level of concern from members of the public present at the meetings with regard to additional parking in the park.

Should the City be interested in pursuing additional parking in the Park, the staff recommendation is to pursue Alternate 2. If Alternate 3 is chosen, the City should consider discussing financial participation from Smith & Wollensky and providing them with dedicated parking in return. As noted above, the park is very close to entering the construction phase, so a decision on this should be made expeditiously in order to assure its inclusion into the current park project.

Pier Park (surface lot fronting Penrods)

The Pier Park site was ranked relatively low as the analysis focused primarily on an above-ground parking garage. A stand-alone, above-ground parking garage in this location is precluded by City Code and by the City's Comprehensive Plan.

Staff and TRG have contemplated the possibility of constructing a sub-grade parking facility similar in concept to the proposed Alternate 3 for South Pointe Park. This concept would provide one level of parking below grade and one level at current grade. The proposal would result in an estimated increase of 146 spaces and is estimated to cost approximately \$5,136,000 (\$35,178 per space). This proposal is conceptual in nature. There are permitting, planning, and engineering issues that need to be further researched before a commitment to construct this Alternate should be made. It should also be noted that initial outreach to Penrods has been made and Penrods has indicated that they would be interested in discussing this option with the City, including a potential sharing of costs.

Upon presentation of said options, there were questions and suggestions voiced. Commissioner Bower, asked how much green space would be affected if they

choose to adopt option 1 and 2. Jorge Gonzalez, City Manager stated that there is little green space as it is right now, so adopting either one of these option would not affect the green space at all.

Jorge Gonzalez, City Manager stated his preference for South Pointe option 1 and 2 since it would be less time and less money invested. Vice Chairman Richard Steinberg proposed to go with option 3 provided that they can explore the phases at different levels and time. He proposed to explore the underground parking at Penrod's first.

Commissioner Matti Bower asked City Manager Jorge Gonzalez to analyze the allocation of parking ratio for other structures in the surrounding area. She stated that the City needs to make sure that they are providing parking for the intended areas and not for the primary use and benefit of businesses.

Commissioner Steinberg prompted Mr. Frank Del Vecchio for comments on the different options. Mr. Del Vecchio was representing the interest of the community and spoke about the different options and the feedback the city should expect from residents and members of the community.

Mr. Del Vecchio stated that historically when this issue has come up in the past, the residents were opposed to building a park to accommodate the parking facilities instead of building the parking facility to accommodate the needs of the park and the residents. He also stated that in the past Smith & Wollensky has made a bad impression on the community because of their unwillingness to cooperate with the community and to work through challenges that affect the residents of Miami Beach. As a result Mr. Del Vecchio feels that if the City were to adopt option 3 the residents will feel as if the city is accommodating the needs of Smith & Wollensky and not of the resident of Miami Beach. Nonetheless he felt that if the City were to adopt Option 1 or 2 or 1 and 2 combined, that the community would not oppose the project.

Commissioner Steinberg made a motion to move forward with the South Pointe option 3 with the understanding that the Penrod option will remain on the table as a viable alternative to be re-visited, if necessary. Both Chairman Gross and Commissioner Bower second his motion.

3. Discussion regarding the status of the Cost of Living Adjustments that may be requested for members of the CWA who retired prior to the conclusion of the Collective Bargaining Process.

ACTION

City Manager Jorge Gonzalez introduced the item. He stated that the issue was whether 21 employees that retired between October 2003, when the old CWA contract was in effect and February 2006 when the new CWA contract became effective, should receive cost of living adjustments (COLA) for those years prior to the new contract being in effect.

City Manager Jorge Gonzalez presented the statistical data for these 21 employees. 14 of them retired in 2003, 6 retired in 2004 and 1 retired in 2005. He explained that for those employees who retired in 2003 the COLA were funded at 0% so those employees even if entitled to the benefit, the benefit had a 0% value. For 2004 and 2005 COLA was funded at 3.5% which would affect the other 7 retirees from those years.

City Manager Jorge Gonzalez stated that according to the CWA contract, these retirees were not entitled to receive any compensation. He expressed his concern, that accepting these employees' demands and compensating them for benefits that they are not entitled to, may open the door to future claims and other issues for the city.

Mr. Paul J. Ryder, City Labor Attorney from Ekerman, Senterfitt P.A., further stated that according to the CWA contract, these employees are only entitled to whatever falls under the current contract as of the date of employment for the retirees and not for any subsequent benefit of future CWA contracts. Commissioner Bower asked for further clarification. She stated that her previous understanding was that these employees had lost benefits as a result of the city taking such a long time to sign the new contract. He questioned as to whether the retirees had full information upon their retirement. City Manager Gonzalez explained that these employees had full information and understood what they were giving up upon their retirement and that their entitlement was strictly what was provided by under the current contract and not future contracts.

She stated if going forward a document could be implemented to have the retirees sign upon their retirement date to avoid any compensation issues such as this in the future. City Manager Jorge Gonzalez as well as Mr. Ryder stated that employees upon retirement understand what the CWA contract provides for. Upon retirement their entitlement is always under what is stipulated under the current contract and not under future contracts.

Chairman Saul Gross asked for a motion. Jorge Gonzalez, City Manager pointed out that because the item is only a discussion item, they do not need to make any motions, they could just remove the item from the agenda.

A decision was reached that retirees were not entitled to a Cost of Living Adjustment as per the current CWA contract under which they retired.

JMG/PDW/rs/ka 

T:\AGENDA\2006\jun0706\consent\FCWP_05-18-16_Minutes.doc

ATTENDANCE SHEET

MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - MAY 18, 2006 TIME: - 2:30 PM

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
ROBERT ROSENWALD, ACLU	ACLU, 305.576.2337 x19
Richard Steinberg	CMB 305-675-1103
Michael BRADY	Fire Fighters 1510 IAH
ROBERT JENKINS	FOP #8 305-534-2725
PAUL J. Ryder	Akerman, City Labor AXX
Kathleen Phillips	Phillips Richard Rind PA
Neddy Peña	SAVE Dade (305) 751-7283
Charlie Carreño	THE RELATED GROUP 305 372 0637
marlene Taylor	mayor + commission 7103
Margarita Alcon	Mayor & Commission
AG WEINSTEIN	MAYOR'S OFFICE
Frank Del Vecchio	City Manager
	301 OCEAN DR. #604

Michael

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, approving and authorizing the Mayor and City Clerk to execute Amendment No. 9 to the Agreement between the City and Edwards and Kelcey, Inc., in an amount not-to-exceed \$181,323 for additional Construction Administration services; \$401,804 for Resident Project Representative (RPR) services; \$24,096 for the pump station equipment modification; \$24,468 for City requested changes to the Belle Isle design; \$20,880 for Reimbursable expenses; for a total not-to-exceed amount of \$652,571, available from previously appropriated funds for the Venetian Islands Neighborhood Right-of-Way Improvement Project Bid Packages No. 13B (Belle Isle and Belle Isle Park) and 13C (San Marino, Di-Lido, and Rivo-Alto Islands).

Key Intended Outcome Supported:

To ensure a well designed quality capital project.

Issue:

Should the Commission approve Amendment No. 9 to the Agreement with Edwards and Kelcey, Inc. (E&K)?

Item Summary/Recommendation:

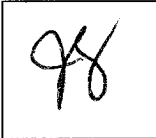
The design, permitting, construction contract award of the Belle Isle and Belle Isle Park Bid Package 13B (BP 13B) is complete, and the plans for the Venetian Islands Bid Package 13C (BP 13C) are anticipated to be completed in 2006. The City has negotiated and entered into a Agreement with Alpine Construction Management Corporation (Alpine) for the construction of BP 13B in the amount of \$5,603,638. Alpine has been issued a Notice to Proceed (NTP) BP 13B and will mobilize on the site in May 2006. The overall Construction Budget for both Bid Packages is approximately \$10 Million.

In anticipation of the start of construction, CIP staff along with the Program Manager, Hazen and Sawyer, reviewed the fee associated with Edwards and Kelcey's Task 4 for Construction Management Services on both Bid Packages, and have determined that these services, as addressed in the current Agreement, deal primarily with limited support of the construction administration effort. As such, E&K's scope of services for Construction Administration for both Bid Packages, needs to be expanded to include requests for changes to the construction cost and or schedule, field observation services/Resident Project Representative (RPR) services, and attendance at and participation in the weekly Construction Progress Meetings (30 months anticipated for both Bid Packages 13B and 13C). Consequently, E&K submitted a proposal in the amount of \$855,684, which was negotiated down to \$652,571, to provide adequate Construction Administration services for both bid packages, RPR services and the pump station equipment modification; City requested design changes; and Reimbursable expenses. In order to proceed with the construction of Bid Packages 13B, and 13C, the Administration recommends approval of the Amendment No. 9 to the Agreement with E&K.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
 OBPI	1	\$160,466	G.O. Bond Fund 376-2127	
	2	\$157,728	W&S Bond Fund 424-2127	
	3	\$158,879	S W Bond Fund 428-2127	
	4	\$175,498	W&S Bond Fund 424-2127 (Const Contingency)	
	Total	\$652,571		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Carla Dixon, Ext. 6264

Sign-Offs:

Department Director	Assistant City Manager	City Manager
 JED	 TH	





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: City Manager Jorge M. Gonzalez

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 9 TO THE AGREEMENT BETWEEN THE CITY AND EDWARDS AND KELCEY, INC., IN AN AMOUNT NOT TO EXCEED \$181,323 FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES; \$401,804 FOR RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES; \$24,096 FOR THE PUMP STATION EQUIPMENT MODIFICATION; \$24,468 FOR CITY REQUESTED CHANGES TO THE BELLE ISLE DESIGN; AND \$20,880 FOR REIMBURSABLE EXPENSES; FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$652,571, AVAILABLE FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE VENETIAN ISLANDS NEIGHBORHOOD RIGHT-OF-WAY IMPROVEMENT PROJECT BID PACKAGES NO. 13B (BELLE ISLE AND BELLE ISLE PARK), AND 13C (SAN MARINO, DI-LIDO, AND RIVO-ALTO ISLANDS).**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding is available from General Obligation (GO) Bond, Water and Sewer Bond, and Storm Water Bond funds previously appropriated for the Venetian Islands Neighborhood Right of Way Improvements Project.

ANALYSIS

On November 13, 2002, the City of Miami Beach entered into an agreement with the firm of Edwards & Kelcey (E&K), for Architecture and Engineering services for the planning, design, bid and award, and construction administration services for the Venetian Islands Neighborhood Right-of-Way Improvement Project comprised of Bid Package No. 13B - Belle Isle and Belle Isle Park, and Bid Package 13C - Di-Lido, San Marino, and Rivo-Alto Islands.

The plans for Bid Package No. 13B were completed in mid 2005. However, at that time, extensive changes were requested by the Miami-Dade County, Public Works Traffic Engineering Division (the County). The City, in conjunction with the County, reviewed the alternatives and arrived at a solution on the required modifications. On August 1, 2005, the proposed changes were presented and accepted by the Belle Isle Community. The construction documents were then modified to reflect those changes, which were presented to the County by E&K and City staff during a meeting held on December 20, 2005, and January 25, 2006.

In August 2005, concurrent with the revisions to the permit set of construction documents, CIP issued a request for cost proposal from the Job Order Contractor, Alpine Construction Management Corporation (Alpine) for the construction of the Belle Isle Neighborhood Right of Way (ROW) Improvement Project, Bid Package No. 13B. The Scope of Services that were outlined in the proposal for Belle Isle and Belle Isle Park, include, water mains installation; storm drainage system installation; construction of a stormwater pump station; street lighting installation; roadway reconstruction; milling and resurfacing; parking; traffic signage and pavement marking; landscape; irrigation; and parking. The Scope of Services for the Improvements to the Belle Isle Park include regarding of the entire park; landscaping, irrigation, site furnishings, pedestrian lighting, bark park, and new walkways within the park.

On September 18, 2005, the first proposal was received from Alpine, in the amount of \$6,349,495; CIP staff entered into negotiations with Alpine which resulted in the submittal of a second proposal on November 19, 2005, in the amount of \$5,895,504. The City held extensive negotiations with Alpine which resulted in the submittal of a third and final proposal on December 02, 2005, in the amount of \$5,603,638. The City and its Program Manager H&S evaluated the proposal and agree that this amount is in accordance with the industry standards. In addition, this amount is within the budget appropriated for the construction of this Project. The City has issued the First and Second Notices to Proceed (NTP) on the Project which allows Alpine to mobilize on the site in May, 2006.

City Requested Design Modifications:

In January 2006, following the receipt of all applicable permit pre-approvals for the Bid Package No. 13B Project, the City requested E&K to perform a series of revisions to the already permitted documents. The revisions that were requested were categorized into those that were regulatory and non regulatory issues. The regulator and non-regulatory changes were further subdivided into items that would create a material change in the Project scope, and/or to the construction cost for the Project. These items were carefully evaluated by CIP, H&S, E&K and the Public Works Department (PW). The revisions requested and agreed upon resulted in a number of changes to the already permitted set of documents. E&K has requested \$24,468 to implement these revisions to the one hundred percent construction documents.

Pump Station Equipment Modification:

The largest material change requested by the Public Works Department was the equipment modification, including the selection of new pumps for the proposed stormwater pump station for the Belle Isle Bid Package B Project. The Project team (E&K, H&S, CIP and PW) evaluated the request and agreed that this change was warranted, and that a change in the pump selection alone would reduce the City's energy and long term maintenance costs. E&K requested \$24,096 to implement the changes required to select new pumps.

Construction Administration Services:

In anticipation of the start of construction, CIP staff along with H&S, reviewed the fee associated with E&K's Task 4 for Construction Management Services on both Bid Packages No. 13B and 13C, and have determined that these services, as addressed in the current Agreement, deal primarily with limited support of the construction administration effort such as shop drawing review, responding to Requests for Information (RFI'S), Invoice review and payment recommendation. E&K's scope of Services for both Bid Packages needs to be expanded to include requests for changes to construction cost and or schedule, field observation services, and attendance at and participation in the weekly Construction Progress Meetings (30 months anticipated for both Bid Packages No. 13B and 13C).

In order to cover a portion of these services, the City's Administration has reduced the Scope of Services for this Project under its Agreement with H&S. The credit is mainly attributed to a decrease in the required inspection services by H&S on the Project. Additional compensation requested by E&K for Construction Administration Services for Bid Packages 13B and 13C is \$331,323. However, the unused balance of \$150,000, in the existing agreement, will be applied as a credit towards these services. The net increase that will be required for these services is \$181,323. A detailed breakdown of this fee is part of Schedule B, herein attached.

Resident Project Representative (RPR) Services:

The Administration has also determined that with Projects of this magnitude, it will be necessary to have a qualified, full time RPR to provide quality field observation to verify that critical elements of the construction project are being complied with, and that the general intent of the contract documents are being met. E&K's RPR shall be on-site at all times when the contractor is on the job. In addition, the Consultant's level of effort is based on the assumption that the RPR shall monitor all Contractor work crews as specified by the Consultant in the contract documents.

Representation at the job sites for the entire construction duration will be provided for Both Bid Packages No. 13B and 13C. The RPR shall be responsible for observing the construction and determining if the construction documents are being adhered to; maintain daily logs of the job conditions; monitor testing; provide photo documentation of the site prior to, and during the construction; review materials and workmanship for acceptability; verify quantities of work installed in the field for review of contractor payment requisitions; monitor as-built documentation; work with project team to address Requests for Information / Contract Document Clarifications / Field Orders. The fee being requested by E&K for these services is \$241,082 for Bid Package No. 13B based on a eighteen (18) month construction duration, and \$160,722 for Bid Package No. 13C based on a twelve (12) month construction duration, for a total of \$401,804. A detailed breakdown of this fee is included as part of Schedule B, herein attached.

Project Closeout: In general, this task shall include an overview of the Projects and the work in place. The Consultant will be responsible for developing a "punch list" of items needing completion or correction prior to consideration of final acceptance. The list shall be forwarded to the Contractor. Upon notification from Contractor(s) that all remaining "punch list" items have been resolved, the Consultant, in conjunction with appropriate City and Program Manager representatives, shall perform final reviews of the finished Projects. Based on successful completion of all outstanding work items by the Contractor(s), the Consultant shall assist City in closing out the construction contract. The fee for being requested by E&K for the Warranty Administration Services is included as part of the CA Services fee in Schedule B attached.

Warranty Administration/ Post Project Services: The Consultant shall assist the City, with the coordination of requested warranty work for both Bid Packages No. 13B and 13C. This assistance shall be provided at the completion of the Project(s) to a period of up to one year following the substantial completion or final acceptance of the construction Project(s). The Consultant shall also coordinate with the Contractor as necessary to transfer record drawing markups, and update the corresponding CAD files for record purposes and to certify the Project(s) as complete, in accordance with all applicable jurisdictional permitting requirements. The fee for being requested by E&K for the Warranty Administration Services is included as part of the CA Services fee in Schedule B attached.

The Fees for the Additional Construction Administration (CM) Services, and RPR Services for Bid packages 13B and 13C, Redesign of the Pump Station; City Requested Design Changes; Reimbursable Costs for BPB and BPC is as follows:

A.	RPR Services for the Belle Isle Bid Package 13B - based on forty (40) hours per week, for 18 months (3,120 hrs total).....	\$241,082
B.	RPR Services for the Venetian Islands Bid Package 13C - based on forty (40) hours per week, for 12 months (2,080 hrs total).....	<u>\$160,722</u>
	Subtotal RPR Services Bid Packages B&C:.....	\$401,804
C.	Additional CM Services for Bid Pack. 13B and 13C.....	\$181,323
C.	Pump Station Equipment Modifications	\$ 24,096
D.	City Requested Design Modification	\$ 24,468
E.	Other Reimbursable Costs (RPR).....	\$ 20,880
F.	Total Additional Services.....	\$652,571

The fee request for RPR Services alone, represent approximately 3.8% of the construction costs for both Bid Packages.

CONCLUSION:

In order to provide Construction Administration; Resident Project Representative; services for the Venetian Islands Neighborhood Right-of-Way Improvement Project comprised of Bid Package No. 13B - Belle Isle and Belle Isle Park, and the Venetian Islands Bid Package 13C, San Marino, Di-Lido, and Rivo-Alto Islands; to compensate E&K for the additional effort required to redesign the pumps/pump station; and to proceed with the construction of the Belle Isle and Belle Isle Park Project; the Administration recommends approval of the Amendment No. 9 to the Agreement between the City of Miami Beach and Edward and Kelcey for the provision of additional Construction Administration Services; Resident Project Representative; and Pump Station redesign for Neighborhood No. 13 - Venetian Islands Neighborhood Right-of-Way Improvement (the Project). Funding for this Amendment No. 9 in the amount of \$652,571 is available from previously appropriated funds for the Project.

T:\AGENDA\2006\jun0706\consent\E&K AMENDMENT NO. 9 - CA SVCS FOR NEIGHBORHOOD 13 MEMO.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 9 TO THE AGREEMENT BETWEEN THE CITY AND EDWARDS AND KELCEY, INC., IN AN AMOUNT NOT TO EXCEED \$181,323 FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES; \$401,804 FOR RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES; \$24,096 FOR THE PUMP STATION EQUIPMENT MODIFICATION; \$24,468 FOR CITY REQUESTED CHANGES TO THE BELLE ISLE DESIGN; AND \$20,880 FOR REIMBURSABLE EXPENSES; FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$652,571, AVAILABLE FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE VENETIAN ISLANDS NEIGHBORHOOD RIGHT-OF-WAY IMPROVEMENT PROJECT COMPRISED OF BID PACKAGES NO. 13B - BELLE ISLE AND BELLE ISLE PARK, AND 13C - SAN MARINO, DI-LIDO AND RIVO-ALTO ISLANDS.

WHEREAS, pursuant to Request for Qualifications (RFQ) No. 10-0001, the Mayor and City Commission adopted Resolution No. 2002-25071, on November 13, 2002, approving and authorizing the Mayor and City Clerk to execute an Agreement with Edwards and Kelcey, Inc. (Consultant), for Professional Services for the Venetian Islands Neighborhood Right of Way Improvement Project (the Project); and

WHEREAS, the Agreement provided for the detailed planning, design, bid, award and construction services for various streetscape / landscape / utility improvements within the Venetian Islands neighborhood; and

WHEREAS, the Agreement was executed for a not-to-exceed amount of \$799,903; and

WHEREAS, on August 3, 2004, the Capital Improvement Projects (CIP) Office approved Amendment No. 1 to the Agreement, for a not-to-exceed amount of \$365, for the preparation and attendance of the Consultant at a previously unforeseen Design Review Board meeting; and

WHEREAS, on August 3, 2003, the Capital Improvement Projects (CIP) Office approved Amendment No. 2 to the Agreement, for a not-to-exceed amount of \$2,000, for the preparation of additional survey work within the Venetian Causeway right of ways; and

WHEREAS, on March 23, 2004, the Capital Improvement Projects (CIP) Office approved Amendment No. 3 to the Agreement, for a not-to-exceed amount of \$24,750, for the performance of additional underground utility verification (soft-dig) services; and

WHEREAS, on March 23, 2004, the Capital Improvement Projects (CIP) Office approved Amendment No. 4 to the Agreement, for a not-to-exceed amount of \$5,090, for the design of additional irrigation at the request of the City's Parks Department; and

WHEREAS, on July 27, 2005, Amendment No. 5 to the Agreement was approved, for an amount not-to-exceed \$200,000, for additional engineering services to design, permit, bid, award and construction administration services for water and stormwater related improvements; and

WHEREAS, on August 22, 2005, the Capital Improvement Projects (CIP) Office approved Amendment No. 6 to the Agreement, for a not-to-exceed amount of \$21,222, for revisions to traffic related improvements at the request of the Miami Dade Public Works Department; and

WHEREAS, on November 4, 2005, the Capital Improvement Projects (CIP) Office approved Amendment No. 7 to the Agreement, for a not-to-exceed amount of \$22,408.25, for additional engineering services to design, permit, bid, award and construction administration services for water related improvements; and

WHEREAS, on March 27, 2006, the Capital Improvement Projects (CIP) Office approved Amendment No. 8 to the Agreement, for a not-to-exceed amount of \$20, 597, for re-planning and redesigning portions of Bid Package 13C pursuant to revisions requested by residents; and

WHEREAS, the City has negotiated the attached Amendment No. 9 to the Agreement, for the provision of construction administration services for both Bid Packages 13B and 13C over a thirty (30) month period; Resident Project Representative (RPR) services; to redesign the pump station for Bid Package B; to certify record drawings at the completion of the Project; and to provide warranty administration services; and

WHEREAS, the Consultant has met with CIP and Hazen and Sawyer, the City's Program Manager, and has negotiated the fee down from \$855,684.43, and it has been established that the fee for the additional services requested appears fair and reasonable; and

WHEREAS, the attached Amendment No. 9 increases the total Agreement fee by \$652,571, for a total fee of \$1,748,906; and

WHEREAS, by approving this Amendment No. 9, Consultant will be authorized to perform additional construction administration services, RPR services, and Pump Station redesign for Neighborhood No. 13, Venetian Islands Neighborhood Right-of-Way Improvement Project (comprised of Bid Packages 13B, Belle Isle and Belle Isle Park, and 13C, Venetian Islands).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute Amendment No. 9 to the Agreement between the City and Edwards and Kelcey, Inc., in an amount not to exceed \$181,323 for additional Construction Administration services; \$401,804 for Resident Project Representative (RPR) services; \$24,096 for the pump station equipment modification; \$24,468 for City requested changes to the Belle Isle design; and \$20,880 for reimbursable expenses; for a total not-to-exceed amount of \$652,571, available from previously appropriated funds for the Venetian Islands Neighborhood Right-of-way Improvement Project Bid Packages No. 13B - Belle Isle and Belle Isle Park, and 13C - San Marino, Di-Lido and Rivo Alto Islands).

PASSED and ADOPTED this ____ day of _____, 2006.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Condensed Title:

A Resolution of the Mayor and City Commission ratifying Amendment No. 1, in the amount of \$555,784, to the Design/Build Agreement with Ric-Man International, Inc., providing design, permitting, construction and construction administration services for the implementation of additional storm drainage and other miscellaneous improvements, at 6th, 7th, 8th, 9th and 11th streets, in Washington Ave., related to the drainage in the adjacent Flamingo/Lummus Neighborhood; and approving use of the funds, in the amount of \$555,784, from previously appropriated funds for the Flamingo/Lummus Neighborhood.

Key Intended Outcome Supported:

To ensure well designed quality capital projects.

Issue:

Should the City Commission approve the Amendment?


Item Summary/Recommendation:

In January, 2004, the City entered into a Design/Build Agreement with the firm of Ric-Man International, Inc. (Ric-Man), for the design and construction of the improvements which consisted of drainage, water and sewer installations, and included lighting, landscaping, sidewalks, and other renovations and reconstruction. The original Agreement with Ric-Man included the intent of providing an engineering evaluation, analysis and recommendation on the conditions of drainage in Washington Ave at 6th, 7th, 8th, 9th and 11th Streets. It required a proposal from Ric-Man for the engineering study and a proposal for the design and construction of the recommended improvements using the documents prepared by EDAW for the Flamingo/Lummus Neighborhood. If the City and Ric-Man could reach an agreement on the value of the work, the proposal would be submitted to the City Commission for approval. The work in this proposal was required for the coordination of drainage improvements in Washington Avenue which are related to future drainage improvements in the Flamingo/Lummus Neighborhood Right of Way project. The drainage systems in both areas are intimately integrated and it made sense for the improvements to be implemented at the same time as the Washington Avenue project for a more complete installation and better coordination with future work. A Change Order was previously issued and the work has already been performed. This was done on the basis of the original Agreement with Ric-Man and the award by the City Commission. It has been recently determined that, although the additional construction included in this Amendment was mentioned in the Commission award Memorandum and subsequently made part of Ric-Man's Agreement via Change Order, the value was intended to be approved by the City Commission. Based on the recommendations made by Hazen & Sawyer and CIP staff on the Amendment and Change Order, the Administration is requesting ratification of Amendment No. 1 to the Ric-Man Agreement, in the amount of \$555,784, which includes construction and design costs, Construction Engineering Inspections, and the public information component. Funding is available from previously appropriated funds in the 2005 Capital Budget for the Flamingo/Lummus Neighborhood Bid Package 10A.

Advisory Board Recommendation:

N/A

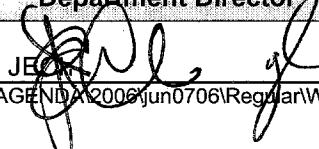

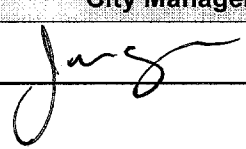
Financial Information:

Source of Funds:		Amount	Account	Approved
 OBPI	1	\$555,784	428-2330-060357	
	2			
	3			
	4			
	Total	\$555,784		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Jorge E. Chartrand

Sign-Offs:

Department Director	Assistant City Manager	City Manager
 JECH	 TH	

T:\AGENDA\2006\Jun0706\Regular\WashingtonAveFlamingoLummusSummary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING AMENDMENT NO. 1, IN THE AMOUNT OF \$555,784, TO THE DESIGN/BUILD AGREEMENT, FOR THE WASHINGTON AVENUE IMPROVEMENTS PROJECT, PHASES II, IV, AND V, WITH RIC-MAN INTERNATIONAL, INC., SAID AMENDMENT PROVIDING FOR DESIGN, PERMITTING, CONSTRUCTION AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE IMPLEMENTATION OF ADDITIONAL STORM DRAINAGE AND OTHER MISCELLANEOUS IMPROVEMENTS, AT 6TH, 7TH, 8TH, 9TH AND 11TH STREETS, RELATED TO THE DRAINAGE IN THE ADJACENT FLAMINGO/LUMMUS NEIGHBORHOOD; AND APPROVING THE USE OF FUNDS, IN THE AMOUNT OF \$555,784, FOR THE AMENDMENT, FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE FLAMINGO/LUMMUS NEIGHBORHOOD BID PACKAGE 10A.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Funding, in the amount of \$555,784, was available from previously appropriated funds in account number 428-2330-060357 in the 2005 Capital Budget for the Flamingo/Lummus Neighborhood Bid Package 10A.

ANALYSIS

The Washington Avenue Improvements Project, Phases II, IV, and V (the Project) is one of the components of the City's neighborhood improvements projects. Construction of the Project is presently well ahead of schedule and is nearing completion. In January, 2004, the City entered into a Design/Build Agreement with the firm of Ric-Man International, Inc. (Ric-Man), for the design and construction of the improvements which consisted of drainage, water and sewer installations, and included lighting, landscaping, sidewalks, and other renovations and reconstruction.

The original Agreement with Ric-Man included the intent of providing an engineering evaluation, analysis and recommendation on the conditions of drainage in Washington Ave at 6th, 7th, 8th, 9th and 11th Streets. The original Agreement required a proposal from Ric-Man for the engineering study and a proposal for the complete design and construction of the recommended improvements using the documents prepared by EDAW for the Flamingo/Lummus Neighborhood. If the City and Ric-Man could reach an agreement on the value of the work, the proposal would be submitted to the City Commission for approval and an additional appropriation (Attachment 1).

The work in this proposal was required for the coordination of drainage improvements in Washington Avenue which are related to future drainage improvements in the Flaming/Lumms Neighborhood Right of Way project. The drainage systems in both areas are intimately integrated and it made more sense for the improvements to be implemented at the same time as the Washington Avenue project for a more complete installation and better coordination with future work. The work included removal of existing culverts and installation of new storm water piping and drainage structures which will, in the future, integrate with the improvements made in Flamingo/Lumms.

This Amendment includes construction and design costs, Construction Engineering Inspections, and the public information component. A Change Order was previously issued and the work has already been performed. This was done on the basis of the original Agreement with Ric-Man and the original award by the City Commission. It has been recently determined that, although the additional construction included in this Amendment was mentioned in the Commission award Memorandum and subsequently made part of Ric-Man's Agreement via Change Order, the value was intended to be approved by the City Commission. Consequently, even though the Change Order was not in conflict with any statute or code and was consistent with the requirements of the Ric-Man Agreement, the Capital Improvement Projects Office (CIP), in an abundance of caution, is now requesting that the Amendment and Change Order be retroactively approved as intended by the requirements of the overall Washington Avenue project and as mentioned in the award memorandum dated January 14, 2004.

CONCLUSION

Based on the recommendations made by Hazen & Sawyer and CIP staff on the Amendment and Change Order, the Administration is requesting ratification of Amendment No. 1 (Attachment 2) to the Ric-Man Agreement, in the amount of \$555,784, which includes construction and design costs, Construction Engineering Inspections, and the public information component. Funding was available from previously appropriated funds in the 2005 Capital Budget for the Flamingo/Lumms Neighborhood Bid Package 10A.

Attachments

T:\AGENDA\2006\jun0706\Regular\WashingtonAveFlamingoLummsmemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING AMENDMENT NO. 1, IN THE AMOUNT OF \$555,784, TO THE DESIGN/BUILD AGREEMENT, FOR THE WASHINGTON AVENUE IMPROVEMENTS PROJECT, PHASES II, IV, AND V, WITH RIC-MAN INTERNATIONAL, INC., SAID AMENDMENT PROVIDING FOR DESIGN, PERMITTING, CONSTRUCTION AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE IMPLEMENTATION OF ADDITIONAL STORM DRAINAGE AND OTHER MISCELLANEOUS IMPROVEMENTS, AT 6TH, 7TH, 8TH, 9TH AND 11TH STREETS, RELATED TO THE DRAINAGE IN THE ADJACENT FLAMINGO/LUMMUS NEIGHBORHOOD; AND APPROVING THE USE OF FUNDS, IN THE AMOUNT OF \$555,784, FOR THE AMENDMENT, FROM PREVIOUSLY APPROPRIATED FUNDS FOR THE FLAMINGO/LUMMUS NEIGHBORHOOD BID PACKAGE 10A.

WHEREAS, the Washington Avenue Improvements Project, Phases II, IV, and V (the Project) is one of the components of the City's Neighborhood Improvements Program; and

WHEREAS, construction of the Project is presently well ahead of schedule and is nearing completion; and

WHEREAS, in January 2004, the City entered into a Design/Build Agreement with the firm of Ric-Man International, Inc. (Ric-Man), for the design and construction of the Project, which consisted of drainage, water and sewer installations, lighting, landscaping, sidewalks, and other renovations and reconstruction (the Agreement); and

WHEREAS, the Agreement with Ric-Man included the intent of providing an engineering evaluation, analysis and recommendation on the conditions of drainage in Washington Ave at 6th, 7th, 8th, 9th and 11th Streets required a proposal from Ric-Man for the engineering study and a proposal for the complete design and construction of the recommended improvements using the documents prepared by EDAW for the Flamingo/Lummus Neighborhood; and

WHEREAS, if the City and Ric-Man could reach an agreement on the value of the work, the proposal would be submitted to the City Commission for approval and an additional appropriation; and

WHEREAS, the work in this proposal was required for the coordination of drainage improvements in Washington Avenue which are related to future drainage improvements in the Flamingo/Lummus Neighborhood Right of Way Project, because the drainage systems in both areas are intimately integrated and it made more sense for these improvements to be implemented at the same time as Washington Avenue; and

WHEREAS, accordingly, the City Administration and Ric-Man negotiated the attached Amendment No. 1 to the Agreement, in the amount of \$555,784, which would provide for design, permitting, construction, and construction administration services for the implementation of the aforesaid drainage improvements, as well as other miscellaneous improvements related to the Project; and

WHEREAS, Amendment No. 1 includes construction and design costs, construction engineering inspections, and a public information component; and

WHEREAS, it has been recently determined that, although the additional work included in Amendment No. 1 was contemplated in the original Agreement, and the work was prosecuted and has been completed; and

WHEREAS, even though the Administration believes that the additional work was consistent with the scope contemplated in Amendment No. 1 of the Agreement, the Capital Improvement Projects Office, in an abundance of caution, is now requesting that said Amendment be retroactively approved.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratifies the attached Amendment No. 1, in the amount of \$555,784, to the Design/Build Agreement, for the Washington Avenue Improvement Project, Phases II, IV, and V, with Ric-Man International, Inc.; said Amendment providing for design, permitting, construction and construction administration services for the implementation of the additional storm drainage and other miscellaneous improvements, at 6th, 7th, 8th, 9th and 11th Streets, related to the drainage in the adjacent Flamingo/Lummus Neighborhood; and approving the use of funds, in the amount of \$555,784, for the Amendment, from previously appropriated funds for the Flamingo/Lummus Neighborhood Bid Package 10a.

PASSED and ADOPTED this ____ day of _____, 2006.

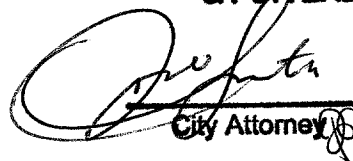
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jun0706\Regular\WashingtonAveFlamingoLummusReso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

**AMENDMENT NO. 1
TO THE DESIGN BUILD AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
RIC-MAN INTERNATIONAL, INC.,
DATED MAY 20, 2005
IN AN AMOUNT NOT-TO-EXCEED \$ \$555,783.98
FOR THE PROVISION OF ADDITIONAL DESIGN, PERMITTING AND CONSTRUCTION
SERVICES,
NECESSARY FOR THE DRAINAGE UPSIZING ALONG WASHINGTON AVENUE AND 6TH
STREET, 7TH STREET, BETWEEN 8TH / 9TH STREET AND 11TH STREET,
FOR THE RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS PROGRAM
NEIGHBORHOOD NO. 10D – WASHINGTON AVENUE PROJECT**

This Amendment No. 1 to the Agreement, made and entered this ____ day of _____ 2006, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Ric – Man International, Incorporated, having its offices at 2601 Northwest 48th Street Pompano Beach, Fl. 33027 (hereinafter referred to as DESIGN BUILD CONTRACTOR).

RECITALS

WHEREAS, on January 14, 2004, the Mayor and City Commission adopted Resolution No. 2004-25463, approving and authorizing the Mayor and City Clerk to execute a Guaranteed Maximum Price Contract with RIC-MAN International, Inc., pursuant to Invitation to Bid No. 22-02/03 for Design Build Services to Design and Construct the Washington Avenue Improvements - Phases II, IV and V Streetscape and Utility Improvement Project (the Project); and

WHEREAS, the Agreement provides for the design, permitting, construction and construction engineering services for the Project; and

WHEREAS, the Agreement was executed for a Guaranteed Maximum Price of \$12,104,429; and

WHEREAS, the following Amendment No. 1 is deemed necessary by the CITY and Hazen and Sawyer (the City's Program Manager), to coordinate the Flamingo / Lummus drainage infrastructure improvements within the Washington Avenue right-of-way, that were required to be constructed so that the drainage system would operate as designed; and

WHEREAS, the principal components of this work consist of significant drainage upsizing along Washington Avenue, at the 6th and 7th Street intersections (pipe replacement with 36-inch and 29" x 45" diameter piping) and the replacement of the existing drainage pipe between 8th and 9th Streets with a 36-inch diameter pipe; and

WHEREAS, Amendment No. 1 increases the total Agreement fee by \$555,784, for a total fee of \$12,725,672.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 1.

2. **MODIFICATIONS**

The Agreement is amended as defined in "Attachment 1", attached herein.

3. **OTHER PROVISIONS**

Article 6 - of the Agreement, entitled "Completion Date", shall be amended as follows: Paragraph 6.3, second sentence; delete reference to "630 calendar days", and insert "671 calendar days".

4. **RATIFICATION**

The CITY and CONSULTANT ratify the terms of the Agreement, as amended by this Amendment No. 1.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST

CITY OF MIAMI BEACH, FLORIDA

CITY CLERK

MAYOR

ATTEST

Ric – Man International, INC.

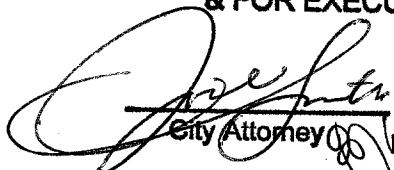
Secretary/Signature

President/Signature

Print Name

Print Name and Title

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/1/06

Date

ATTACHMENT 1

Section 01000

Section 01000 of the Contract Specifications entitled, "Professional Services", is amended as follows:

PARAGRAPH 1.02 – SCOPE OF PROFESSIONAL SERVICES; after paragraph "M", insert the following new paragraph:

- N. As a result, Ric-Man International agrees to design, permit, and construct (furnish & install) the additional infrastructure along Washington Avenue and 6th Street, 7th Street, between 8th / 9th Streets, and 11th Street. The scope of work includes the following:
- Washington Avenue and 6th Street - Install Structures S-104, S-107A, S-107B, S-108B, and S-108C with approximately 110 feet of 36-Inch RCP and 60 feet of 29" X 45" RCP.
 - Washington Avenue and 7th Street - Install Structures S-116, S-116A, S-116B, S-116C and S-117A with approximately 45 feet of 42-Inch RCP and 40 feet of 18-Inch HDPE.
 - Washington Avenue between 8th / 9th Streets - Install Structures S-125A, S-125B, S-132, S-132A, S-133, S-134A, S-134B, S-134C and S-134D with approximately 459 feet of 36-Inch RCP and 86 feet of 18-Inch HDPE.
 - Washington Avenue and 11th Street - Install Structures S-157A & S-157B with 18-Inch HDPE.
 - Price considered to be Guaranteed Maximum Price per existing Agreement with the City of Miami Beach, dated March 11, 2004.

Condensed Title:

Reappointment of Jimmy L. Morales, Esquire, as Chief Special Master.

Key Intended Outcome Supported:

Increase resident satisfaction with level of code enforcement.

Issue:

Shall Jimmy L. Morales, Esquire, be reappointed for a six month term beginning July 1, 2006, and ending December 31, 2006, or until a successor has been appointed?

Item Summary/Recommendation:

The attached two Resolutions provide for the reappointment by the City Commission of Jimmy L. Morales, Esquire. One Resolution reappoints Mr. Morales as Chief Special Master for Code Enforcement violations under Chapter 30 of the City Code; the other Resolution reappoints Mr. Morales to hear appeals from citations and violations or denials, suspensions, and revocations of occupational licenses and certificates of use pursuant to Chapter 102 of the Miami Beach City Code.

Mr. Morales is an active member of the Florida Bar, in good standing, and was first appointed as Chief Special Master on May 18, 2005.

The Administration recommends approving the Resolutions.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		<i>[Signature]</i>

T:\AGENDA\2006\jun0706\consent\Morales - Item Summary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

Jose Smith, City Attorney

DATE: June 7, 2006

SUBJECT: **APPOINTMENT OF CHIEF SPECIAL MASTER**

1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MIAMI BEACH CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTION 30-36 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER, COMMENCING JULY 1, 2006, AND ENDING DECEMBER 31, 2006, WHO SHALL BE AUTHORIZED TO HOLD HEARINGS AND IMPOSE FINES, LIENS AND OTHER NON-CRIMINAL PENALTIES AGAINST VIOLATORS OF THE CITY AND COUNTY CODES AND ORDINANCES, AND SHALL ALSO BE AUTHORIZED TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT THE SUBJECT HEARINGS; INCORPORATING ALL OTHER MATTERS SET FORTH WITHIN CITY OF MIAMI BEACH CITY CODE CHAPTER 30, SECTION 30-37(A) CONCERNING THE COMPENSATION AND DUTIES OF THE CHIEF SPECIAL MASTER.
2. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTIONS 30-36 AND 102-356 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER PURSUANT TO CHAPTER 30 OF THE CODE AND TO SERVE AS "DESIGNEE" PURSUANT TO SECTION 102-356 OF THE CITY CODE, COMMENCING JULY 1, 2006 AND ENDING DECEMBER 31, 2006, WHO SHALL BE AUTHORIZED TO HOLD ADMINISTRATIVE HEARINGS REGARDING APPEALS FROM CITATIONS FOR VIOLATIONS OF CITY AND COUNTY CODES AND ORDINANCES, AND REGARDING DENIALS, SUSPENSIONS, AND REVOCATIONS OF OCCUPATIONAL LICENSES, CERTIFICATES OF USE AND PERMITS AS PROVIDED BY THE CITY CODE, AND TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT SUCH HEARINGS PURSUANT TO CITY ORDINANCES.

ADMINISTRATION RECOMMENDATION

Adopt the Resolutions.

ANALYSIS

The attached two Resolutions provide for the reappointment by the City Commission of Jimmy L. Morales, Esquire. One Resolution reappoints Mr. Morales as Chief Special Master for Code Enforcement violations under Chapter 30 of the City Code; the other Resolution reappoints Mr. Morales to hear appeals from citations and violations or denials, suspensions, and revocations of occupational licenses and certificates of use pursuant to Chapter 102 of the Miami Beach City Code.

Mr. Morales is an active member of the Florida Bar, in good standing, and was first appointed as Chief Special Master on May 18, 2005.

Mr. Morales has a long history of service to the community, served as Chairman of the Dade Community Foundation, Board Member with the Neighborhood Lending Partners of South Florida, and as a mentor with the 5,000 Role Models of Excellence Project. He has also served on numerous not-for-profit boards, including American Red Cross, Crimestoppers of Miami-Dade County, the East Little Havana Community Development Corporation, Aspira of Florida and the Girl Scout Council of Tropical Florida. Mr. Morales is a graduate of both the Leadership Miami and Leadership Florida Programs. He is the recipient of the Bill Colson Leadership Award for the Leadership Miami program of the Greater Miami Chamber of Commerce. Mr. Morales served on the Miami-Dade County Commission for eight years. Prior to his elected office, he served for several years as Chairman of the Code Enforcement Board of the City of Miami.

Mr. Morales has demonstrated that he has the knowledge, skills and abilities, to perform as Chief Special Master. He will continue to serve this City with distinction, and his reappointment will best serve the interests of the City. As such, the subject Resolutions should be adopted.

JG:REP:LRM:lm

T:\AGENDA\2005\Dec0705\Consent\Morales - Reappointment Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE MIAMI BEACH CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTION 30-36 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER, COMMENCING JULY 1, 2006, AND ENDING DECEMBER 31, 2006, WHO SHALL BE AUTHORIZED TO HOLD HEARINGS AND IMPOSE FINES, LIENS AND OTHER NON-CRIMINAL PENALTIES AGAINST VIOLATORS OF THE CITY AND COUNTY CODES AND ORDINANCES, AND SHALL ALSO BE AUTHORIZED TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT THE SUBJECT HEARINGS; INCORPORATING ALL OTHER MATTERS SET FORTH WITHIN CITY OF MIAMI BEACH CITY CODE CHAPTER 30, SECTION 30-37(A) CONCERNING THE COMPENSATION AND DUTIES OF THE CHIEF SPECIAL MASTER.

WHEREAS, Section 30-2 of the Code of the City of Miami Beach Governing “Code Enforcement” provides for an alternative code enforcement system wherein Special Masters are authorized to hold hearings and impose fines, liens and other non-criminal penalties against violators of City and County Codes and Ordinances; and,

WHEREAS, Section 30-36 of the City Code, entitled “Appointment of Chief Special Master,” provides for the appointment of a Chief Special Master to fulfill the above referenced duties, with the authority to appoint such other Special Masters as reasonably required to conduct said hearings; and,

WHEREAS, pursuant to Section 30-36 of the City Code, appointment of the Chief Special Master is established upon the City Commission’s acceptance by a majority vote of the recommendation for appointment of the City Manager and City Attorney; and,

WHEREAS, the City Manager and City Attorney hereby recommend reappointment of Jimmy L. Morales, Esquire, to fill the position of Chief Special Master for the City of Miami Beach; and,

WHEREAS, all other matters set forth within Section 30-37(a) of the City Code with regard to limitation on compensation to be paid to the Chief Special Master, as well as other duties of the Chief Special Master shall remain effect for a six month term commencing July 1, 2006, and ending December 31, 2006, or until a successor has been appointed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the Miami Beach City Manager and City Attorney, pursuant to Section 30-36 of the City Code, concerning reappointment of Jimmy L. Morales, Esquire, to serve as Chief Special Master pursuant to Chapter 30 of the City Code, entitled "Code Enforcement;" said Chief Special Master to be authorized to hold hearings and impose fines, liens and other non-criminal penalties against violators of City and County Codes and Ordinances and is further authorized to appoint such other Special Masters as may be reasonably required to conduct the subject hearings; and, that all other matters set forth within Section 30-37(a) of the City Code, concerning the compensation of the chief Special Master as well as other duties of the Chief Special Master serving as Special Master, are incorporated herein and shall remain in effect for a six month term commencing July 1, 2006, and ending December 31, 2006, or until a successor has been appointed.

PASSED and ADOPTED this 7th day of June, 2006.

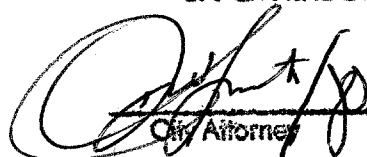
ATTEST:

MAYOR
David Dermer

CITY CLERK
Robert Parcher

T:\AGENDA\2006\jun0706\consent\Morales - Chapter 30.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/16/06

Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND CITY ATTORNEY, PURSUANT TO SECTIONS 30-36 AND 102-356 OF THE CODE OF THE CITY OF MIAMI BEACH, CONCERNING THE REAPPOINTMENT OF JIMMY L. MORALES, ESQUIRE, TO SERVE AS CHIEF SPECIAL MASTER PURSUANT TO CHAPTER 30 OF THE CODE AND TO SERVE AS "DESIGNEE" PURSUANT TO SECTION 102-356 OF THE CITY CODE, COMMENCING JULY 1, 2006 AND ENDING DECEMBER 31, 2006, WHO SHALL BE AUTHORIZED TO HOLD ADMINISTRATIVE HEARINGS REGARDING APPEALS FROM CITATIONS FOR VIOLATIONS OF CITY AND COUNTY CODES AND ORDINANCES, AND REGARDING DENIALS, SUSPENSIONS, AND REVOCATIONS OF OCCUPATIONAL LICENSES, CERTIFICATES OF USE AND PERMITS AS PROVIDED BY THE CITY CODE, AND TO APPOINT SUCH OTHER SPECIAL MASTERS AS MAY REASONABLY BE REQUIRED TO CONDUCT SUCH HEARINGS PURSUANT TO CITY ORDINANCES.

WHEREAS, pursuant to the Code of the City of Miami Beach, upon prior recommendation of the City Manager, the City Commission by a majority vote may appoint a Chief Special Master who shall be authorized to hold hearings and impose fines, liens, and other non-criminal penalties against violations of City Ordinances, and may appoint a "Designee" pursuant to Section 102-356, who shall be authorized to hear appeals from citations for violations of City and County Codes and Ordinances and to conduct hearings regarding denials, suspensions and revocations of occupational licenses, certificates of use and permits as provided by the City Code, and who shall also be authorized to appoint such other Special Masters as may reasonably be required to conduct such rehearings pursuant to City Ordinances; and,

WHEREAS, the use of Special Masters under the direction of a Chief Special Master has proven to be an expeditious, cost effective and fair means of adjudicating issues relating to code violations; and,

WHEREAS, the City Manager and City Attorney have recommended the reappointment of Jimmy L. Morales, Esquire, as the Chief Special Master and "Designee" for a six month term commencing July 1, 2006, and ending December 31, 2006, or until a successor has been appointed.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Commission hereby accepts the recommendation of the City Manager and City Attorney, and reappoints Jimmy L. Morales, Esquire, to serve as Chief Special Master and "Designee," for a six month term commencing July 1, 2006, and ending December 31, 2006, or until a successor has been appointed, who shall be authorized to hold hearings and impose fines, liens and non-criminal penalties against violators of City and County Ordinances and who shall be authorized to hear appeals from citations for violations of City and County Ordinances, and to conduct hearings regarding denials, suspensions and revocations of occupational licenses, certificates of use and permits as provided by the City Code, and who shall also be authorized to appoint such other Special Masters as may reasonably be required to conduct such hearings as may be required pursuant to City Ordinances.

PASSED and ADOPTED this 7th day of June, 2006..

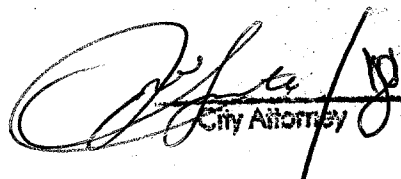
ATTEST:

MAYOR
David Dermer

CITY CLERK
Robert Parcher

T:\AGENDA\2006\jun0706\consent\Morales - Chapter 102.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/16/06
Date

Condensed Title:

A Resolution electing Commissioner Jerry Libbin as Vice-Mayor for a term commencing on July 1, 2006, and terminating on October 31, 2006, or on such date when a new Vice-Mayor is thereafter elected.

Key Intended Outcome Supported:

Increase community satisfaction with City services.

Issue:

Shall the City Commission Elect Commissioner Jerry Libbin as Vice-Mayor?

Item Summary/Recommendation:

The City Commission has established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number in the following sequence, Group I, II, III, IV, V, and VI.

The sequence was temporarily changed because of the November 2005 General Election.

The term commencing on November 1, 2005 and terminating on February 28, 2006 was scheduled to be filled by the Commissioner in the Group I seat. Group I Commissioner Jose Smith could not seek reelection due to term limits. At the October 19, 2005 Commission Meeting, the City Commission temporarily amended the Vice-Mayor rotation order from Group I, II, and III to Group III, II, I, followed by Group IV, V, and VI, then back to the Group I, II, and III order.

Based on this direction, the next Vice-Mayor Group is Group I. The term for the next Vice-Mayor is July 1, 2006 through October 31, 2006. Commissioner Jerry Libbin (Group I) is next in the rotation to serve as Vice-Mayor.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			


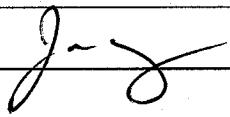
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Robert E. Parcher, City Clerk

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jun0706\consent\vice-mayor- SUM.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER JERRY LIBBIN AS VICE-MAYOR FOR A TERM COMMENCING ON JULY 1, 2006, AND TERMINATING ON OCTOBER 31, 2006, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.**

ANALYSIS

The City Commission has established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number in the following sequence, Group I, II, III, IV, V, and VI.

The sequence was temporarily changed because of the November 2005 General Election.

The term commencing on November 1, 2005 and terminating on February 28, 2006 was scheduled to be filled by the Commissioner in the Group I seat. Group I Commissioner Jose Smith could not seek reelection due to term limits. At the October 19, 2005 Commission Meeting, the City Commission temporarily amended the Vice-Mayor rotation order from Group I, II, and III to Group III, II, I, followed by Group IV, V, and VI, then back to the Group I, II, and III order.

Based on this direction, the next Vice-Mayor Group is Group I. The term for the next Vice-Mayor is July 1, 2006 through October 31, 2006. Commissioner Jerry Libbin (Group I) is next in the rotation to serve as Vice-Mayor.

JMG/REP

T:\AGENDA\2006\feb0806\consent\vice-mayor.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER JERRY LIBBIN AS VICE-MAYOR FOR A TERM COMMENCING ON JULY 1, 2006, AND TERMINATING ON OCTOBER 31, 2006, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.

WHEREAS, the Mayor and City Commission established a policy of rotating the position of Vice-Mayor every four months; and

WHEREAS, for the term commencing on July 1, 2006, and terminating on October 31, 2006, the Mayor and City Commission herein elect Commissioner Jerry Libbin as Vice-Mayor.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that Commissioner Jerry Libbin is hereby elected as Vice-Mayor of the City of Miami Beach, Florida, for a term commencing on July 1, 2006, and terminating on October 31, 2006, or on such date when a new vice mayor is thereafter elected.

PASSED and ADOPTED THIS _____ day of _____.

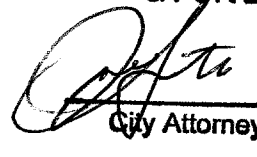
ATTEST:

CITY CLERK

Mayor David Dermer

T:\AGENDA\2006\jun0706\consent\vice-mayor - RES.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5/17/06

Date

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Execute An Agreement With Miami-Dade County, For Funding, In The Amount Of \$2,000,000 From The Building Better Communities General Obligation Bond Program, For The Renovation Of Old City Hall, As Approved By The Voters In The November 2, 2004 Countywide Referendum.

Key Intended Outcomes Supported:

Ensure Well-Maintained Facilities

Issue:

Shall The City Execute An Agreement With Miami-Dade County, For Funding From The Building Better Communities General Obligation Bond Program, For The Renovation Of Old City Hall, As Approved By The Voters In The November 2, 2004 Countywide Referendum.

Item Summary/Recommendation:

On November 2, 2004, The Voters Of Miami Dade County Overwhelmingly Supported And Approved A Referendum Supporting The Building Better Communities General Obligation Bond Program (BBC GOB) To Provide \$2.9 Billion To Fund More Than 300 Capital Improvements Throughout The County Over The Next 15 To 20 Years. As Part Of The Building Better Communities Bond Program, The Miami-Dade County Board Of Commissioners Reviewed And Approved Allocations To Municipalities Throughout The County, Including The City Of Miami Beach.

The City Of Miami Beach Was Awarded Funding For Facilities On Miami Beach. The Administration Proposes Executing The Agreement For Old City Hall At This Time.

The Total BBC GOB Allocation For Old City Hall Is \$2,000,000 And The City Has Already Completed A Considerable Amount Of Work At Old City Hall, Which Is Pending Reimbursement By BBC GOB Funds. As Such, The Administration Proposes Moving Forward With The Execution Of The Old City Hall Contract In Order To Start Requesting Reimbursement Of These Funds.

The Administration Requests Approval To Authorize The City Manager Or His Designee To Execute A Grant Agreement Between The City And Miami-Dade County, For Funding From The Building Better Communities General Obligation Bond Program, For The Renovation Of Old City Hall.

Advisory Board Recommendation:

N/A

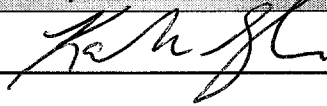
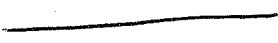
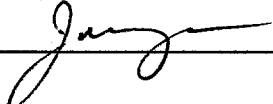
Financial Information:

Source of Funds:	Grant #	Grant Name/Project	Grant Amount	Match Amount/Source
	1	Old City Hall	\$2,000,000	N/A – No Matching Funds Required
	Total			

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Kathie Brooks, Director, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		



MIAMIBEACH


AGENDA ITEM C7E
DATE 6-7-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: Jorge M. Gonzalez, City Manager 
DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MIAMI-DADE COUNTY, FOR FUNDING IN THE AMOUNT OF \$2,000,000 FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM, FOR THE RENOVATION OF OLD CITY HALL, AS APPROVED BY THE VOTERS IN THE NOVEMBER 2, 2004 COUNTYWIDE REFERENDUM; FURTHER AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS AGREEMENT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On November 2, 2004, the voters of Miami Dade County overwhelmingly supported and approved a referendum supporting the Building Better Communities General Obligation Bond Program (BBC GOB) to provide \$2.9 billion to fund more than 300 capital improvements throughout the County over the next 15 to 20 years. As part of the Building Better Communities Bond Program, the Miami-Dade County Board of County Commissioners reviewed and approved allocations to municipalities throughout the County, including the City of Miami Beach.

The City of Miami Beach will be constructing and/or renovating the following facilities financed partially with BBC GOB funds: Lummus Park, South Pointe Park, Beach Maintenance Facility, Beachfront Restrooms, Flamingo Park, Normandy Shores Golf Course, Band Shell Park, Scott Rakow Youth Center, 41st Street Bridge Repair/Restoration, Fire Station #2, Fire Station #4, South Shore Community Center, Flagler Memorial Monument, Monument Island, Old City Hall and Miami Beach Convention Center. Additional other GOB projects in the City include the renovation of North Shore Branch Library, improvements to the Wolfsonian and Beach Erosion Mitigation and Renourishment Projects.

The City has a total of eight projects that are in advanced stages of renovation, including Old City Hall. The Administration desires to move forward and execute the agreement for Old City Hall, since the work is well underway and the City has advanced funds from General Fund Undesignated Fund Balance. The total BBC GOB allocation for Old City Hall is \$2,000,000 and the City has already completed a considerable amount of work at Old City Hall, which will be reimbursed by BBC GOB funds. As such, the Administration proposes moving forward with the execution of the Old City Hall contract in order to start requesting reimbursement of these funds.

Two documents guide the BBC GOB program: the Administrative Rule, which provides the guidelines for the program; and the Interlocal Agreements, which will be executed for each project. The Administrative Rule and Interlocal Agreement were developed after the City's agreement with the County as to which projects to include and after approval by the voters. The City has been working with Miami-Dade County on the language contained in both the Administrative Rule and the Interlocal Agreement.

One outstanding issue that the County has identified relates to the Procurement procedures to which municipalities are required to adhere. The current guidelines state that the City must use the County's procurement process for all projects, including, but not limited to the requirement that the City shall cooperate and cause its contractors and consultants to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the project; and that the City comply with all CSBE subcontractor and local workforce goals established by DBD and compliance with all other requirements of the CSBE Participation Provisions and Community Workforce Program Provisions.

For interlocals for subsequent BBC GOB projects, the County is working diligently to release municipalities from the procurement requirements, with the support of the City of Miami Beach and other municipalities in Miami-Dade County. The Ordinance releasing non-profit organizations and municipalities from having to adhere to the County's procurement process was passed by the County Commission's Infrastructure and Land Use Committee on Tuesday, May 16, 2006. The Ordinance will go before the full Board of County Commission for a final vote within the next few weeks.

However, since procurement for the Old City Hall project was underway prior to the County notifying municipalities of this requirement, the Old City Hall project has been exempted by the County from the County procurement process requirement.

Three additional issues remain outstanding regarding the language of the Administrative Rule and Agreement, they include:

1. Fees/Pricing Policy

The County requires that the City not discriminate when charging facility admission fees based on where a resident resides in the County.

Currently the City gives discounts to Miami Beach residents at our facilities for entrance fees, and programs, including parks programs.

2. Naming Rights and Advertisement Space Offered on a Facility

The County requires that, in the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater.

3. Substitution of other capital project funding.

The County requires that BBC GOB funds not be used in substitution of other capital funding.

The City continues to work with the County to revise language for these issues as they were never discussed when the City and County were developing the list of City projects to be included in the BBC GOB. However, the City recommends proceeding with Old City Hall, despite the outstanding items, since:

1. The City does not charge fees for admission to Old City Hall;
2. It is not anticipated that naming rights or advertisement space will be offered at Old City Hall;
3. There is no substitution of funds involved.

Matching funds are not required from the City to support the BBC GOB funding.

CONCLUSION

The Administration requests approval to authorize the City Manager or his designee to execute a grant agreement with Miami-Dade County, for funding, in the amount of \$2,000,000 from the Building Better Communities General Obligation Bond Program, for the renovation of Old City Hall, as approved by the voters in the November 2, 2004 countywide referendum; further appropriating the grant; and authorizing the execution of all necessary documents related to this agreement.

JMG/KB/JH

T:\AGENDA\2006\jun0706\consent\Old City Hall GOB AGmt .doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FUNDING, IN THE AMOUNT OF \$2,000,000, FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM, FOR THE RENOVATION OF OLD CITY HALL, AS APPROVED BY THE VOTERS IN THE NOVEMBER 2, 2004 COUNTYWIDE REFERENDUM; FURTHER AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS AGREEMENT.

WHEREAS, on November 2, 2004, the voters of Miami Dade County overwhelmingly supported and approved a referendum supporting the Building Better Communities General Obligation Bond Program (BBC GOB) to provide \$2.9 billion to fund more than 300 capital improvements throughout the County over the next 15 to 20 years; and

WHEREAS, as part of the Building Better Communities Bond Program, the Miami-Dade County Board of County Commissioners reviewed and approved allocations to municipalities throughout the County, including the City of Miami Beach; and

WHEREAS, the City has a total of eight projects that are in advanced stages of renovation, including Old City Hall and the Administration desires to move forward and execute the agreement for Old City Hall, since the work is well underway and the City has advanced funds from General Fund Undesignated Fund Balance; and

WHEREAS, the total BBC GOB allocation for Old City Hall is \$2,000,000; and

WHEREAS, two documents guide the BBC GOB Program: the Administrative Rules, which provide the guidelines for the Program; and the Interlocal Agreements, which will be executed for each project; and

WHEREAS, the Administrative Rules and Interlocal Agreement were developed after the City's agreement with the County as to which projects to include, and the City has been working with the County on the language to be contained in both documents; and

WHEREAS, the current Interlocal Agreement language requires municipalities to adhere to the County's procurement process; however, the County is working diligently to release municipalities from this procurement requirement through the adoption of a future ordinance to be presented to the Board of County Commissioners for a final vote in June 2006; and

WHEREAS, since procurement for the Old City Hall project was underway prior to the County notifying municipalities of this requirement, the County has verbally agreed to exempt this project from the County procurement process requirement; and

WHEREAS, three (3) additional principal issues remain outstanding regarding the language of the Administrative Rules and Interlocal Agreement; they include:

1. Fees/Pricing Policy

The County requires that the City not discriminate when charging facility admission fees based on where a resident resides in the County

Currently the City gives discounts to Miami Beach residents at our facilities, for entrance fees, and programs, including parks programs;

2. Naming Rights and Advertisement Space Offered on a Facility

The County requires that, in the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater,

3. Substitution of other capital project funding.

The County requires that BBC GOB funds not be used in substitution of other capital funding; and

WHEREAS, the City continues to work with the County to revise language for these issues, as they were never discussed when the City and County were developing the list of City projects to be included in the BBC GOB program; and

WHEREAS, the Administration recommends proceeding with approval of the Interlocal Agreement for the Old City Hall project, despite the outstanding items, since:

1. The City does not charge fees for admission to Old City Hall;
2. It is not anticipated that naming rights or advertisement space will be offered at Old City Hall;
3. There is no substitution of funds involved; and

WHEREAS, matching funds are not required from the City to support the BBC GOB program funding for Old City Hall.

NOW THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby authorize the City Manager or his designee to execute an Interlocal Agreement with Miami-Dade County for funding, in the amount of \$2,000,000, from the Building Better Communities General Obligation Bond Program, for the renovation of Old City Hall, as approved by the voters in the November 2, 2004 Countywide referendum; further appropriating the grants; and authorizing the execution of all necessary documents related to this Agreement.

PASSED and ADOPTED this _____ day of _____, 2006

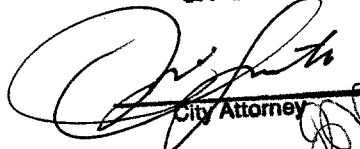
ATTEST:

MAYOR

CITY CLERK

T:\AGENDA\2006\jun0706\consent\Old City Hall Reso.doc
JMG/KB/JH

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

**AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH FLORIDA
AND
MIAMI-DADE COUNTY**

GOB Project Number 239-70616/Renovation of Old City Hall

THIS AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Miami Beach, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Commissioners of the City of Miami Beach, Florida (the "Municipality") is entered into this _____ day of _____, 2006.

WITNESSETH

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects, and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as, but not limited to, development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, GOB Project Number 239-70616/Renovation of Old City Hall, (the "Project") is eligible for funding from the BBC GOB Program in a total amount not to exceed \$2,000,000 (the "Funding Allocation"); and

WHEREAS, the Municipality is undertaking the completion of the renovation of Old City Hall to include; removal and replacement of all exterior plaster surfaces, replacement of all building windows and frames, and removal and replacement of cast concrete decorative moldings, which was specifically approved as part of the BBC GOB Program or is eligible for funding from one of the programs to be funded under the BBC GOB Program; and

WHEREAS, the Renovation of Old City Hall is estimated to cost \$2,500,000 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 attached hereto; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to allocate \$2,000,000 from the Series A 2005 Bonds for the Project (the "Funding Cycle Allocation"); and

WHEREAS, the Commissioners of both the County and the Municipality have authorized, by Resolution, their respective managers to enter into this Agreement for each Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such Funding Cycle Allocation,

NOW THEREFORE, pursuant to Resolution No. R-595-05, which specifically authorizes the County Manager to execute such agreements, sub-agreements and other required contracts and documents, to expend Building Better Communities bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Purpose: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

Section 2. Funding Responsibilities:

- a. **Project Funding Plan:** A Project funding plan identifying the Funding Allocation ~~to be funded by the County solely from BBC GOB Program proceeds~~ and the costs to be funded by the Municipality, through a local funding plan or written project funding commitments from third parties, is attached as Exhibit 1 attached hereto. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the Municipality:** The Municipality covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the Project. The additional sources of funding are listed in Exhibit 1 attached hereto.
- c. **Responsibilities of the County:** The County agrees to provide solely from BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to \$2,000,000. This amount represents a portion of the amount necessary to complete the Project. This sum shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as Attachment 1. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement, are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one calendar year in accordance with the Administrative Rules, (see Section 18 of this Agreement).

Section 3. Effective Date and Term: This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 4. Compliance with Codes and Laws: Each party agrees to abide by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws"—and "Applicable Laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement and Attachment 1, which exhibit is hereby incorporated in this Agreement by this reference.

Section 5. Contractual obligation to comply with certain County requirements:

~~The Municipality shall comply and shall cause its contractors to comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and provide Developer, on an annual basis, and execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.~~

~~The Municipality covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Resolution No. R-385-95 (Policy prohibiting contracts with firms violating the ADA and other laws prohibiting discrimination on the basis of disability), Resolution No. R-185-00 (Domestic Leave Ordinance).~~

~~Except where State or federal laws or regulations mandate to the contrary, the Municipality shall comply and shall cause its contractors to comply with the requirements of Section 2-1701 of the Code of Miami-Dade County and Administrative Order 3-27 and the Community Workforce Program Provisions to the same extent as if this Agreement were a County capital construction contract.~~

~~Except where State or federal laws or regulations mandate to the contrary, the Municipality shall comply and shall cause its contractors to comply with the requirements of Section 10-33.02 of the Code of Miami-Dade County and the Community Business Small Enterprise Program Provisions to the same extent as if this Agreement were a County capital construction contract.~~

~~The Municipality shall cooperate and shall cause its contractors and consultants to cooperate with the County's Department of Business Development ("DBD") to identify and establish appropriate Community Small Business Enterprise ("CSBE") subcontractor and local workforce (CWP) goals for construction trade and labor work associated with the Project. The Municipality shall cause its contractors to comply with all CSBE subcontractor and local workforce goals established by DBD for the Project and shall cause its contractors to comply with all other requirements of the CSBE Participation Provisions and Community Workforce Program Provisions.~~

~~The Municipality shall, and shall require all contractors and consultants to, (a) comply with all periodic monitoring and other compliance documentation required by DBD in connection with the CSBE Participation Provisions, and the CWP, (b) grant to DBD all rights of access to records of contractors and subcontractors for monitoring and compliance with the foregoing, and (c) comply with all enforcement actions and pay any sanctions imposed by DBD for non-compliance with the foregoing. The Municipality shall include the foregoing requirements in each contract.~~

~~All records of the Municipality and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.~~

~~The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of the CWP and the CSBE Participation Provisions (including prompt payment), and Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the Work and that such records shall maintained within Miami-Dade County and County shall have access thereto as provided in this Agreement.~~

~~The Municipality shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.~~

~~All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this agreement are posted on the County's website: "miamidade.gov".~~

Section 6. **Access and Audits:** The Municipality shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The Office of the **MIAMI-DADE COUNTY INSPECTOR GENERAL (IG)** shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an **Independent Private Sector Inspector General (IPSIG)** who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from IG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Municipality, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

Section 7. Relationship of the Parties: The parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 8. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in section 768.28 of the Florida Statutes. The Municipality acknowledges that the County, its employees, commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

Section 9. Breach, Opportunity to Cure and Termination:

- (a) Each of the following shall constitute a default by the Municipality:
- (1) If the Municipality uses the Funding Cycle Allocation for costs not associated with the Project (i.e. ineligible costs), and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
 - (2) If the Municipality shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original

notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.

- (b) Each of the following shall constitute a default by the County:
 - (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
 - (1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, the County, in addition to all other remedies conferred by this Agreement, the County may require that the Municipality shall reimburse the County, in whole or in part, as the County shall determine, all or a portion of the Funding Cycle Allocation funds provided by the County hereunder.
 - (2.) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).
 - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
 - (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.
- (d) Termination:
 - (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.
 - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
 - (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

Section 10. Litigation Costs/Venue: In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 11. Naming Rights and Advertisements: In the event that any sponsorship-based naming rights or advertisement space is offered on the exterior portion(s) of a facility constructed or improved with BBC GOB Program funds, but excepting any naming of such facility(ies) pursuant to the Municipality's law(s) governing the naming of public facilities, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater unless waived by the Board. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 12. Notice: Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business day after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

George M. Burgess, County Manager
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

The Municipality:

Jorge M. Gonzalez, City Manager
City of Miami Beach
1900 Convention Center Drive
Miami Beach, Florida 33139

Section 13. Modification and Amendment: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 14. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 15. Headings: Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 16. Waiver: There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Representation of the Municipality: The Municipality represents that this Agreement has been duly authorized, executed and delivered by Mayor and Commissioners, as the governing body of the City of Miami Beach, Florida and it has granted the City Manager, or his designee, the required power and authority to execute this Agreement. The Municipality agrees to ~~a) maintain the Project for a minimum of 25 years, b) agrees to govern itself, in regards to the subject Project, in accordance with Article 6 of the County Charter, be) keep the Project open safely and properly maintained for all Miami-Dade County residents, and d) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees, if applicable,~~ based on where a resident resides in the County. The Municipality also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

Section 18. Representation of the County: The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the Miami-Dade County Manager the required power and authority to execute this Agreement. The County agrees to provide the Funding Cycle Allocation to the Municipality for the purpose of developing and improving the Project in accordance with each of the attached Exhibit Forms, incorporated herein as Exhibits A-J of Attachment 1 (Administrative Rules). ~~The~~ Miami-Dade County shall only be obligated to reimburse the Municipality provided the Municipality is not in breach of this Agreement and the Municipality has demonstrated that it has adequate funds to complete the Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. ~~Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The Municipality shall be solely responsible for submitting all documentation, as required by the specific~~

Administrative Rules incorporated herein as Attachment 1, to the County Manager or his designee for this purpose.

Section 19. Invalidity of Provisions, Severability: Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 20. Indemnity: ~~To the extent permitted by law, [t]he Municipality shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute,~~ from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Agreement by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County does hereby agree to indemnify and hold harmless the Municipality to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality or any unrelated third party.

Section 21. Assignment: The Municipality may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. Entirety of Agreement: This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the

entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 20065.

City of Miami Beach, Florida

By: _____
City Manager Date

For the Board of Commissioners,
City of Miami Beach, Florida

, CLERK

Attest:

By: _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency.

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution Authorizing The City Manager Or His Designee To Apply For And Accept The Following Grants: 1) Edward Byrne Memorial Justice Assistance Grant Program funds (JAG), in the amount of \$70,419; and, 2) FY 2007 Byrne Memorial Formula Grant Program funds, in the amount of \$10,503.

Key Intended Outcomes Supported:

Maintain crime rates at or below national trends

Issue:

Shall The City Support The above Funding Requests to apply for and accept funds from these two grant programs. The grant funds will be used to fund law enforcement equipment and technology needs.

Item Summary/Recommendation:

1) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program will allow states and local government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG is a federal grant that provides funds to both States and local governments. Once the state allocation is calculated, 60% of the funding is awarded to the state and 40% to eligible units of local governments. The City's allocation is \$70,419.

2) Miami-Dade County receives an allocation of Byrne Program funds, through the State of Florida Department of Law Enforcement. This program provides funds for the development, infrastructure, and hardware and software procurement to support an electronic uniform citation system. The City of Miami Beach is in the 4th year of five in its E-Ticketing initiative, and will continue to complete the program. The City will continue the E-ticketing program, as required by the agency for one more year. It will reduce the amount of time that a police officer takes to issue a citation, thus, allowing for more neighborhood services such as patrol, quality of life initiatives, and resource networking and coordination.

Advisory Board Recommendation:

N/A

Financial Information:

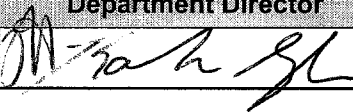
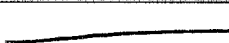
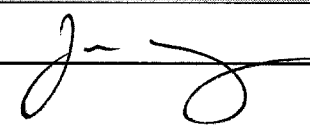
Source of Funds:	Grant #	Grant Name/Project	Grant Amount	Match Amount/Source
	1	Edward Byrne Memorial Justice Assistance Grant Program	\$70,419	N/A – No Match required
	2	Byrne Formula Grant Program	\$10,503	\$3,501 – Law Enforcement Trust Funds
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Judy Hoanshelt, Grants Manager, Office Of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE FOLLOWING GRANT APPLICATIONS: 1) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 06/07 GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$70,419 FOR THE PURPOSE OF LAW ENFORCEMENT EQUIPMENT AND APPROVED TECHNOLOGY; AND, 2) FLORIDA DEPARTMENT OF LAW ENFORCEMENT, BYRNE GRANT FUNDS FOR THE RECORDS IMPROVEMENT PROGRAM, IN THE AMOUNT OF \$10,503, FOR APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit a grant application to the Edward Byrne Memorial Justice Assistance Grant Program For FY 06/07 grant funds in an amount not to exceed \$70,419 for the purpose of law enforcement equipment and approved technology.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program will allow states and local government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. JAG replaces the Byrne Formula and Local Law Enforcement Block Grant (LLBEG) programs with a single funding mechanism that will simplify the administration process for grantees.

The procedure for allocating JAG Program funds is a formula based on population and crime statistics in combination with a minimum allocation to ensure that each state and territory receives an appropriate share. Traditionally, under the Byrne Formula and LLBEG Programs, funds were distributed 60/40 between state and local recipients. This distribution will continue under the JAG Program. The purposes of the Justice Assistance Grant Program funds are as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; planning, evaluation, and technology improvement programs.

The City of Miami Beach will be requesting grant funds from the United States Department of Justice under the "Local Law Enforcement Block Grant" Program for program year 2006 for law enforcement equipment. The City will receive funding in the amount of \$70,419; no matching funds are required of this grant.

2. Approval to Submit a Grant Application to the Florida Department Of Law Enforcement, Byrne Grant Funds for the Records Improvement Program, in the amount of exceed \$10,503.

The program purpose is to promote the States' efforts to prevent and control crime, violence and drug abuse and to improve criminal justice systems. Units of local government must use the Byrne Program funds to implement projects that offer a high probability of improving the functioning of the criminal justice system, aggressively and effectively responding to violent crime, or reducing drug trafficking and abuse.

The City's request for funds will be used for the development, infrastructure, and hardware and software procurement to support an electronic uniform citation system. The City of Miami Beach is in the 4th year of five in its E-Ticketing initiative, and will continue to complete the program. The City will continue the E-ticketing program, as required by the agency for one more year. It will reduce the amount of time that a police officer takes to issue a citation, thus, allowing for more neighborhood services such as patrol, quality of life initiatives, and resource networking and coordination.

This grant requires matching funds in the amount of \$3,501, which the Police Department will match with Law Enforcement Trust Funds.

Both grants support the Key Intended Outcome: Maintain crime rates at or below national trends.

CONCLUSION

The Administration requests approval to authorize the City Manager or his designee to submit the following grant applications: 1) Edward Byrne Memorial Justice Assistance Grant Program for FY 06/07 Grant Funds in an amount not to exceed \$70,419 for the purpose of Law Enforcement Equipment and Approved Technology; and, 2) Florida Department Of Law Enforcement, Byrne Grant Funds for the Records Improvement Program, in the amount of \$10,503, for appropriating the grants and matching funds, if approved and accepted by the City; and authorizing the execution of all necessary documents related to this applications.

JMG/KB/JH/is

T:\AGENDA\2006\jun0706\consent\GRANTS MEMO .doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE FOLLOWING GRANT APPLICATIONS: 1) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 06/07 GRANT FUNDS, IN AN AMOUNT NOT TO EXCEED \$70,419, FOR THE PURPOSE OF LAW ENFORCEMENT EQUIPMENT AND APPROVED TECHNOLOGY; AND, 2) FLORIDA DEPARTMENT OF LAW ENFORCEMENT, BYRNE GRANT FUNDS FOR THE RECORDS IMPROVEMENT PROGRAM, IN THE AMOUNT OF \$10,503, WITH MATCHING FUNDS REQUIRED BY THE CITY IN THE AMOUNT OF \$3,501; APPROPRIATING THE GRANTS AND MATCHING FUNDS, IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THESE APPLICATIONS.

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program allow states and local government to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the procedure for allocating JAG Program funds is a formula based on population and crime statistics in combination with a minimum allocation to ensure that each state and territory receives an appropriate share; and

WHEREAS, the purposes of the Justice Assistance Grant Program funds are as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment programs; planning, evaluation, and technology improvement programs; and

WHEREAS, approval is requested to submit a grant application to the Edward Byrne Memorial Justice Assistance Grant Program for FY 06/07 grant funds, in an amount not to exceed \$70,419, for the purpose of law enforcement equipment and approved technology; and

WHEREAS, no matching funds are required of this grant; and

WHEREAS, the City's request for funds will be used for the development, infrastructure, and hardware and software procurement to support an electronic uniform citation system; and

WHEREAS, the City of Miami Beach is in year four (4) of five (5) in its E-Ticketing initiative, and will continue to complete the program, and this program reduces the amount of time that a police officer takes to issue a citation; and

WHEREAS, approval is also requested to submit a grant application to the Florida Department of Law Enforcement, Byrne Grant Funds for the Records Improvement Program, in the amount of exceed \$10,503; and

WHEREAS, this grant requires matching funds, in the amount of \$3,501, which the Police Department will match with Law Enforcement Trust Funds; and

WHEREAS, both grants support the key intended outcome: maintain crime rates at or below national trends.

NOW THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH that the Mayor and City Commission hereby authorize the City Manager or his designee to submit the following grant applications: 1) Edward Byrne Memorial Justice Assistance Grant Program for FY 06/07, in an amount not to exceed \$70,419, for the purpose of Law Enforcement Equipment and Approved Technology; and, 2) Florida Department Of Law Enforcement, Byrne Grant Funds for the Records Improvement Program, in the amount of \$10,503; further appropriating the grants if awarded, and appropriating matching funds, in the amount of \$3,501; and authorizing the execution of all necessary documents related to this applications.

PASSED and ADOPTED this _____ day of _____, 2006

ATTEST:


MAYOR

CITY CLERK

JMG/KB/JH/is

T:\AGENDA\2006\jun0706\consent\GRANTS MEMO .doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

Condensed Title:

Public Safety Radio Communications Systems and Nextel Rebanding Mandate.

Key Intended Outcome Supported:

Increase resident rating in public safety services.

Issue:

Shall the City Commission authorize a Reconfiguration Planning Phase Agreement with Motorola for the reconfiguration of 800 MHz channels used in the City's Public Safety Communications System for the purpose of complying with the Sprint/Nextel rebanding mandate?

Item Summary/Recommendation:

On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. Pursuant to the orders, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels. The FCC has appointed a Transition Administrator ("TA") to assure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. The City has selected Motorola to provide the Reconfiguration Planning Phase services.

The Administration recommends that the Mayor and City Clerk execute a Reconfiguration Planning Phase Agreement with Motorola for the reconfiguration of 800 MHz channels used in the City's Public Safety Communications System for the purpose of complying with the Sprint/Nextel rebanding mandate.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:
Nextel must provide and pay relocation funds to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are comparable facilities.

City Clerk's Office Legislative Tracking:

Gladys Acosta, Information Technology Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		<i>[Signature]</i>

T:\AGENDA\2006\jun0706\consent\800 MHz Rebanding Commission Summary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RECONFIGURATION PLANNING PHASE AGREEMENT WITH MOTOROLA FOR THE RECONFIGURATION OF 800 MHZ CHANNELS USED IN THE CITY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM FOR THE PURPOSE OF COMPLYING WITH THE SPRINT/NEXTEL REBANDING MANDATE (FCC ORDER FCC 04-168 DATED AUGUST 6, 2004 THAT MODIFIED ITS RULES GOVERNING THE 800 MHZ BAND TO MINIMIZE HARMFUL INTERFERENCE TO PUBLIC SAFETY COMMUNICATIONS SYSTEMS).**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Nextel must provide and pay relocation funds to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" per FCC issued Report and Order FCC 04-168 and FCC issued Supplemental Order and Order on Reconsideration FCC 04-294.

Planning Cost Category	Name of Internal and Vendor Service Provider(s)	Total Vendor Costs (not to exceed/firm fixed price)
Frequency Analysis	Motorola	\$2,800.00
System Inventory	Motorola	\$23,144.00
Engineering and Implementation Planning	Motorola	\$26,250.00
Project Management	Motorola	\$39,550.00
Other	Motorola	\$7,000.00
Total Estimated Planning Costs		\$98,744.00

ANALYSIS

On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294.

Pursuant to the orders, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels. Also pursuant to the orders, Nextel must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities". The table below shows the three channels in the City's 800MHz Public Safety Communication System that will be affected by this mandate.

City Of Miami Beach Frequencies				
Channel	Current	New		
1	860.9125	see I.T. Dept.	Voice	Control
2	860.7875	see I.T. Dept.	Voice	Control
8	851.6375	see I.T. Dept.	Voice	

The FCC has appointed a Transition Administrator ("TA") to assure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. In the TA's published "Reconfiguration Handbook," the two major phases to accomplish the reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase". Motorola will provide both the Reconfiguration Planning Phase services, and the Reconfiguration Implementation Phase services.

This resolution deals with only the Reconfiguration Planning Phase of the project thereby authorizing the mayor and city clerk to execute a Reconfiguration Planning Phase Agreement with Motorola for the reconfiguration of 800 MHz channels used in the City's Public Safety Communications System. There will be a separate resolution addressing the Reconfiguration Implementation Phase.

CONCLUSION

The Administration recommends that the Mayor and City Clerk execute a Reconfiguration Planning Phase Agreement with Motorola for the reconfiguration of 800 MHz channels used in the City's Public Safety Communications System for the purpose of complying with the Sprint/Nextel rebanding mandate (FCC order FCC 04-168 dated August 6, 2004 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems).

JMG/PW/GA

T:\AGENDA\2006\jun0706\consent\800 MHz Rebanding Commission Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RECONFIGURATION PLANNING PHASE AGREEMENT WITH MOTOROLA, IN THE ESTIMATED AMOUNT OF \$98,744, FOR THE RECONFIGURATION OF 800 MHZ CHANNELS USED IN THE CITY'S PUBLIC SAFETY COMMUNICATIONS SYSTEM, FOR THE PURPOSE OF COMPLYING WITH THE SPRINT/NEXTEL REBANDING MANDATE (FCC ORDER FCC 04-168, DATED AUGUST 6, 2004 THAT MODIFIED ITS RULES GOVERNING THE 800 MHZ BAND TO MINIMIZE HARMFUL INTERFERENCE TO PUBLIC SAFETY COMMUNICATIONS SYSTEMS).

WHEREAS, the FCC has issued a mandate to reconfigure the utilization of the 800 MHz spectrum to minimize harmful interference to public safety communications systems; and

WHEREAS, the FCC appointed Transition Administrator has established a two phase approach to accomplish the reconfiguration mandate; namely the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase"; and

WHEREAS, the Administration would hereby recommend that the Mayor and City Commission approve a Reconfiguration Planning Phase Agreement with Motorola, Inc., the City's current provider for the public communications safety system.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute the attached City Reconfiguration Planning Phase Agreement with Motorola, in the amount of \$98,744, to complete the Reconfiguration Planning Phase of the FCC mandate.

PASSED and ADOPTED THIS _____ **day of** _____.

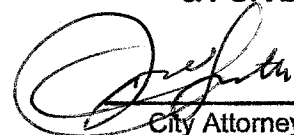
ATTEST:

CITY CLERK

Mayor David Dermer

T:\AGENDA\2006\jun0706\consent\800 MHz Rebanding Commission Resolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

Reconfiguration Planning Phase Agreement
(Planning Phase Services Only; No Equipment, Software, or Implementation Phase Services)

Motorola, Inc. ("Motorola") and _____ ("Licensee" or "Customer"), whose main address is _____, enter into this Reconfiguration Planning Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning Phase services described below. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders the FCC issues, are collectively referred to as the "Order."

B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels ("Replacement Channels"). Also pursuant to the Order, Nextel must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" (as defined below).

C. The FCC has appointed a Transition Administrator ("TA") to assure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. In the TA's published "Reconfiguration Handbook," the two major phases to accomplish the reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase."

D. Licensee has selected Motorola to provide Reconfiguration Planning Phase services.

For good and valuable consideration, the Parties agree as follows:

Section 1 DEFINITIONS

In addition to the defined terms above, capitalized terms in this Agreement have the following meanings:

1.1. "Comparable Facilities" means the Licensee's System (including the subscriber radio equipment) have, at minimum, the same operational capabilities that existed before relocation, specifically (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs.

1.2. "Confidential Information" means to the extent consistent with applicable law, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is not expressly exempt from disclosure under Florida Public Records law; or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement, of any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

1.3. "Contract Price" means the price for the selected Reconfiguration Planning Phase services, excluding any applicable sales or similar taxes.

1.4. "Customer Suitability Assessment" means the initial assessment services performed by Motorola to determine whether Licensee's System (infrastructure) is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration.

- 1.5. "Effective Date" means that date upon which all Parties have executed this Agreement.
- 1.6. "Force Majeure" means an event, circumstance, or act of a third party (including Nextel and the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another party (including another party's failure to comply with the Order); strikes or other labor disturbances; general unavailability of necessary materials; hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.
- 1.7. "Motorola Software" means software in object code format that Motorola or its affiliated company owns, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.
- 1.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.
- 1.9. "Reconfiguration Planning Phase Services" means those services to be provided by Motorola to Licensee under this Agreement; these services are described in the Statement of Work.
- 1.10. "Statement of Work" means the description of the work to be performed under this Agreement by the Parties. The Statement of Work is set forth in Attachment A and is incorporated herein by this reference.
- 1.11. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.

Section 2 SCOPE OF PLANNING PHASE SERVICES

2.1. **SCOPE OF WORK.** The Parties will perform their respective contractual responsibilities in accordance with this Agreement. Any changes to this Agreement, including changes to the Statement of Work, must be in writing and executed by both Parties. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning the agreed Reconfiguration Planning Phase activities only, and not the Reconfiguration Implementation Phase activities (which, if applicable, will be governed by a separate Reconfiguration Implementation Phase Agreement). Specifically, this Agreement does not involve the provision by Motorola of any equipment, hardware, or software, or any services to reconfigure the System or any part of it. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning only those Reconfiguration Planning Phase activities covered by the Order, and not the sale of products or services (or any other activities) that are not part of the 800 MHz Band Reconfiguration process. If the Parties wish to contract for these other activities, they will do so pursuant to a separate contract. If the parties wish to amend the scope or terms of this Agreement for products or services covered by the Order, they will do so by written change orders, which prior to becoming effective, must be submitted to and approved by Nextel and the Transition Administrator (each a "Change Order").

2.2. **MOTOROLA RESPONSIBILITIES.** Motorola will provide the Reconfiguration Planning Phase Services as described in the Statement of Work.

2.3. **LICENSEE RESPONSIBILITIES.** At the appropriate time, Licensee will submit its Request for Planning Funding, any required certifications, and any amendments thereto (if applicable) to Nextel and the TA. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Request for Planning Funding, Motorola authorizes Licensee to (and Licensee will) provide to the TA and Nextel a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential and Proprietary as provided below in Section 9 (and pursuant to Non-Disclosure Agreements Motorola has with Nextel and the TA). Licensee will employ commercially reasonable efforts to assist Motorola in providing the Reconfiguration Planning Phase services, and will provide reasonable access to Licensee's equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person.

2.4. **LICENSEE-NEXTEL RELATIONSHIP.** The TA's Reconfiguration Handbook indicates that Licensee and Nextel will form a "Planning Funding Agreement" and/or a "Frequency Reconfiguration Agreement" (collectively referred to as "FRA") which, among other things, sets forth Nextel's obligation to pay the Relocation Funds. The Reconfiguration Handbook encourages a payment process by which Nextel pays Relocation Funds directly to

Licensee's selected vendors; and Licensee will ensure that its FRA provides for direct payment by Nextel to Motorola. Promptly after execution of the FRA, Licensee will provide to Motorola a copy of those portions of the FRA that pertain to Motorola's services, products, pricing and payment, including Attachment C to the FRA (redacted if necessary to exclude information not pertaining to Motorola).

2.5. **OTHER SERVICES.** Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for Licensee any Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software. Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for other Licensees Reconfiguration Planning Phase services, Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software.

Section 3 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in a reasonably diligent manner, taking into consideration the procedures and processes established in the Reconfiguration Handbook. The Parties acknowledge that any scheduled performance dates are estimates only, and various factors (such as resource availability) may cause the scheduled performance dates to change or be delayed. As specifically provided for in the milestone schedule attached to this Agreement or to any Change Order executed by the parties, Motorola hereby agrees to take any and all actions necessary to ensure that the reconfiguration planning of Licensee's system is successfully completed in compliance with any and all deadlines established by the FCC and the Transition Administrator. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other in writing if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure.

Section 4 CONTRACT PRICE, PAYMENT AND INVOICING

4.1. CONTRACT PRICE; NON-RECOURSE TO LICENSEE.

4.1.1. Contract Price. The Contract Price for Reconfiguration Planning Phase Services in U.S. dollars is \$98,744. Except for reimbursable travel and related expenses and any changes to the Reconfiguration Planning Phase Services caused by mutually executed change orders, this price is a firm, fixed price.. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law.

4.1.2. Licensee Not Liable for Contract Price. Payment of the Contract Price and any applicable taxes is to come from Nextel, and not Licensee. If Nextel fails to pay Motorola, Licensee shall not be liable to pay Motorola the Contract Price or applicable taxes. Notwithstanding the above, if Nextel pays the Contract Price and any applicable taxes to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if they are unconditionally made and if Nextel clearly identifies the applicable Motorola invoice. Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

4.1.3. Motorola's Protections Concerning Payment by Nextel. Licensee hereby assigns to Motorola Licensee's rights (including those under the FRA) to receive payment from Nextel for the Contract Price and any applicable taxes as described above in Section 4.1.1; this assignment is limited to Licensee's rights to (i) make a claim for any unpaid portion of the Contract price against the Letters of Credit that Nextel has obtained to secure its obligations to pay Relocation Funds and (ii) resolve disputes using the Transition Administrator's ADR procedures. If requested by Motorola, Licensee will execute necessary documents to effectuate this assignment provision and will take all such actions that are reasonable or necessary to promote the prompt payment by Nextel to Motorola.

4.2. INVOICING, PAYMENT MILESTONES, AND PAYMENT.

4.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth as Attachment A. Licensee's contact person and address for invoice purposes are: _____. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than ten (10) business days) inspect the invoice, verify whether it correctly states the payment

milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

4.2.2. Payment Due Date. Unless otherwise agreed between Nextel and Motorola, payment to Motorola for approved invoices is due from Nextel thirty (30) days from the date Nextel receives the Approval Notification from Licensee. Motorola's Federal Tax Identification Number is 36-1115800.

4.2.3. Mutual Cooperation. The Parties will cooperate with each other and provide to each other, and to Nextel and the Transition Administrator, such information (other than Confidential Information, which is governed by Section 9.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

Section 5 REPRESENTATIONS AND WARRANTIES

5.1. RECONFIGURATION PLANNING PHASE SERVICES WARRANTY. For thirty (30) days from the completion of the Planning Phase Services (the "Warranty Period"), Motorola warrants that these services were performed in a good and workmanlike manner. In the event that Motorola receives all or majority of the implementation services identified in the Planning Phase, the Warranty Period for Motorola's Planning Phase Services shall be extended so that it is conterminous Motorola's warranty for its implementation services. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them. Motorola warrants that Licensee's System, to the extent provided by Motorola, will be Comparable Facilities after the reconfiguration work is completed.

5.2. WARRANTY CLAIMS. To assert a warranty claim, Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the applicable Warranty Period. Upon timely receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to Licensee) re-perform the Reconfiguration Planning Phase services.. Where additional work, not otherwise covered by an existing Motorola warranty, Licensee and Motorola shall negotiate and execute a Change Order to this Agreement, which shall become effective upon approval by Nextel and the Transition Administrator, and Licensee shall file a claim for reimbursement against the Relocation Funds and will pay to Motorola any invoice amounts for which it receives reimbursement. Pursuant to the change order.

5.3. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable except to any lawful successor in interest.

5.4. POTENTIAL DAMAGE TO EXISTING EQUIPMENT. Licensee acknowledges that Motorola, Licensee's employees, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Planning Phase Services, and that such damage may occur in the absence of negligence by any party. Motorola is solely responsible for any and all damage to equipment caused by or arising from the actions of Motorola, its employees or subcontractors.. Motorola at its option will repair or replace the damaged equipment or refund its fair market value to Licensee.. Where Motorola will incur a cost outside of existing warranty and maintenance agreements, Licensee will cooperate with Motorola to execute a Change Order and submit a claim for reimbursement against the Relocation Funds. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in adequate proof that the damage was caused by the actions of Motorola, its employees or subcontractors. . This provision does not diminish any rights Licensee might have under any pre-existing Motorola warranty or maintenance agreement.

5.5. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE RECONFIGURATION PLANNING PHASE SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE

FOREGOING WARRANTIES, THE SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 6 DISPUTES

The Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary. In the event the parties do not resolve a dispute, either party may require submission of the dispute to mediation in thirty (30) days after written notice is served on the other party. In the event the parties do not resolve the matter in mediation, both parties will submit the matter to the Transition Administrator or if not within the jurisdiction of the Transition Administrator to binding arbitration to be heard by three (3) arbitrators qualified by and subject to the American Arbitration Association. Any mediation or arbitration pursuant to this section shall occur in Miami-Dade County, FL

Section 7 DEFAULT AND TERMINATION

If a Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party shall submit the dispute to mediation and if necessary to arbitration as set forth in Section 6 above. The non-defaulting Party will mitigate damages.

Section 8 LIMITATION OF LIABILITY

Licensee acknowledges that the limitations in this Section are integral to the Contract Price being charged by Motorola under this Agreement, and that if Motorola assumed further liability other than as set forth in this Section 8, the Contract Price would be substantially higher. This limitation of liability provision applies notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages incurred by Licensee and recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA (AND ITS SUBCONTRACTORS AND SUPPLIERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES.**

Section 9 CONFIDENTIALITY AND PROPRIETARY RIGHTS

9.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide Confidential Information to each other. Any inventory report or Customer Suitability Assessment report concerning Licensee's System, and any other document concerning the reconfiguration of Licensee's System that Motorola prepares specifically for and is a promised deliverable to Licensee under this Agreement (collectively,

“Documentary Deliverable”) shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing or unless any or all such Confidential Information is deemed not exempt from disclosure under Florida Public Records law.

9.1.1. Non-Disclosure. Consistent with applicable law, each Party will: maintain the confidentiality of the other Party’s Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction, the FCC or the Transition Administrator; restrict disclosure of Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

9.1.2. Use. Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any Documentary Deliverable for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee’s System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties or as required by applicable law, the FCC or the Transition Administrator.

9.2. **PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS.** Motorola owns and retains all of its Proprietary Rights, and nothing in this Agreement is intended to restrict its Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve the license of any software.

Section 10 GENERAL

10.1 **ASSIGNABILITY AND SUBCONTRACTING; WAIVER.** No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract part of the work., provided the company provides to the City a list of subcontractors sufficiently in advance of the start of work to allow the City to perform security and background checks. The City reserves the right to deny access to any subcontractor. Subcontracting will not relieve Motorola of its duties under this Agreement. Failure or delay by a Party to exercise a right or power under this Agreement will not be a waiver of the right or power. An effective waiver of a right or power must be in writing signed by the waiving Party and will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

10.2 **INDEPENDENT CONTRACTORS.** Each Party is an independent contractor with respect to the other Party, and a Party and its personnel will not be considered to be employees or agents of the other. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other Party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

10.3 **INTERPRETATION OF AGREEMENT.** This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement and any change orders executed by the parties and approved by the Transition Administrator takes precedence over any attachments or

administrative forms or documents. Section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party. If a court of competent jurisdiction renders any part of this Agreement to be invalid or otherwise unenforceable, it will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid part was not part of this Agreement. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Florida without regard to its Conflicts of Laws provisions.

10.4. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

10.5. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party. Each Party represents that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as its considers necessary. This Agreement may be executed in separate counterparts, which together constitute a single agreement.

10.6. Motorola hereby represents that the provisions of Section 5.4, 5.5 and Section 8 as incorporated in this Agreement are mandatory provisions in each and every Reconfiguration Planning Phase Agreement the company has or will enter into with any government licensee and acknowledges that said representation is a material inducement to the City to enter in to this Agreement In the event Motorola enters into an Agreement with a government licensee which includes additions, deletions or modifications to the subject of said provisions, Motorola shall so advise the City and at the City's option the parties will amend this Agreement to replace the existing Section 5.5 or Section 8 with the added, deleted or modified language.

10.7. **SURVIVAL OF TERMS.** The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and Invoicing); Section 5 (Representations and Warranties); Section 6 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 10.

The Parties hereby enter into this Agreement as of the Effective Date.

Licensee

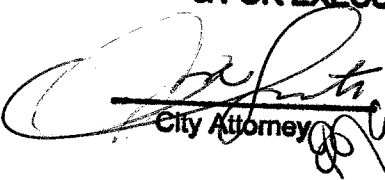
Motorola

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Nextel Assigned Deal Number: _____

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


City Attorney

6/1/06
Date

Attachment A
Nextel-Motorola Pre-approved Payment Milestone Schedule

Depending on the Contract Price set forth in Section 4.1.1, the following payment milestones apply:

1. Contract Price < \$300,000

Mobilization	50%
Complete Planning Activities	50%

2. Contract Price \$300,000 and above

Mobilization	40%
Complete Suitability Assessment	40%
Complete Planning Activities	20%

WRFMAIN 12477995.3

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution Setting A Public Hearing To Consider Naming Fire Station No. 4, Located At 7940 Collins Avenue, In Honor Of Leonard "Lenny" Rubin, Who Died In The Line Of Duty In A Building Fire At The Old Carillon Hotel On March 8, 1962.

Key Intended Outcome Supported:

N/A

Issue:

Shall the City Commission set a public hearing to consider naming Fire Station No. 4 in honor of Leonard "Lenny" Rubin who died in the line of duty in a building fire at the Old Carillon Hotel on March 8, 1962?

Item Summary/Recommendation:

Adopt The Resolution.

Advisory Board Recommendation:

At the May 24, 2006 Neighborhoods/Community Affairs Committee meeting A motion was made recommending naming Fire Station No. 4 in honor of Leonard "Lenny" Rubin and forwarding the recommendation to the City Commission for their approval.

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Floyd Jordan, Fire Chief

Sign-Offs:

Department Director	Assistant City Manager	City Manager
<i>[Signature]</i>		<i>[Signature]</i>

T:\AGENDA\2006\jun0706\consent\Fire Station 4 Dedication Commission Item Summary.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER NAMING FIRE STATION NO. 4, LOCATED AT 7940 COLLINS AVENUE, IN HONOR OF LEONARD "LENNY" RUBIN, WHO DIED IN THE LINE OF DUTY IN A BUILDING FIRE AT THE OLD CARILLON HOTEL ON MARCH 8, 1962.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution setting the public hearing.

ANALYSIS:

At the May 10, 2006 Commission Meeting, a request was made by Commissioner Luis R. Garcia, Jr., to refer to the Neighborhoods/Community Affairs Committee the naming of Fire Station No. 4 in honor of Leonard "Lenny" Rubin, who died in the line of duty in a building fire at the Old Carillon Hotel On March 8, 1962.

At the May 24, 2006 Neighborhoods/Community Affairs Committee meeting, the item was discussed. A motion was made by Commissioner Libbin, seconded by Commissioner Garcia, recommending naming Fire Station No. 4 in honor of Leonard "Lenny" Rubin and forwarding the recommendation to the City Commission for their approval. The motion was approved unanimously.

Pursuant to Chapter 82 of the Miami Beach City Code, the City Commission is required to consider the proposal at a public hearing. As such, the Administration is requesting that a public hearing be set on July 12 to consider the request.

If the City Commission approves said proposal by 5/7th votes at the public hearing, then the naming of Fire Station No. 4 will be submitted to the electorate of the City by referendum at the next regularly scheduled election. The name selection must then be approved by a majority of the electorate voting at the referendum.

CONCLUSION

The Administration recommends that the City Commission set the required public hearing to consider naming Fire Station No. 4 in honor of Leonard "Lenny" Rubin.

JMG:REP/lh

T:\AGENDA\2006\jun0706\consent\Fire Station 4 Dedication Commission Memo.doc

RESOLUTION TO BE SUBMITTED

Condensed Title:

Accept the City Manager's Recommendation Pertaining to the Ranking of Contractors Pursuant Request For Proposals No.09-05/06, Grounds Maintenance Services; Authorizing to Enter Into Simultaneous Negotiations with the two (2) ranked contractors; and Authorizing the Mayor and City Clerk to Execute an Agreement or Agreements Upon Conclusion of Successful Negotiations.

Key Intended Outcome Supported:

To Improve and Maintain The Cleanliness of Miami Beach Rights of Way.

Issue:

Shall the City Commission approve the City Manager's recommendation to accept the ranking of contractors, authorize simultaneous negotiations and authorize execution of an agreement?

Item Summary/Recommendation:

On December 7, 2005, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 09-05/06 for Grounds Maintenance Services to seek selection of a contractor who possesses strong professional qualification in landscaping services to comply with the City Key Intended Outcome to maintain and enhance Miami Beach rights of ways.

RFP No. 09-05/06 was issued on December 22, 2006 with an opening date of February 17, 2006. A pre-proposal conference to provide information to contractors was held on January 12, 2006. BidNet issued bid notices to thirty seven (37) prospective proposers and fifty (50) proposers were notified thru mail, e-mail, and fax circulation, which resulted in the final evaluation of the following five (5) contractors: (1) Elan Lawn and Landscaping Services; (2) Superior Landscaping & Lawn Services; (3) Everglades Environmental Care, Inc.; (4) Tip Top Enterprises; and (5) Country Bill's Lawn Maintenance, Inc.

The City Manager via Letter to Commission (LTC) No. 100-2006, appointed an Evaluation Committee ("the Committee") that convened on May 4th, 2006. After the evaluation of proposals and presentations from Contractors, the Committee's overall votes resulted in the following scoring: (1) Everglades Environmental Care, Inc. (2) Country Bill's Lawn Maintenance, Inc. (3) Superior Landscaping & Lawn Services

The City Manager exercised his due diligence and based on the results being extremely close, recommends that the City Commission authorize simultaneous negotiations with both Everglades Environmental Care, Inc and Country Bill's Lawn Maintenance, Inc.

ADOPT THE RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:



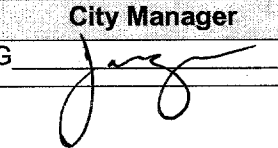
Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 100px; height: 50px; margin: 0 auto;"></div> OBPI	1	\$ 500,000.00	Parks and Recreation Account 011-0940-000312
	2		
	3		
	4		
	Total		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL  KS	RCM 	JMG 

T:\AGENDA\2006\jun0706\consent\RFP-09-05-06GroundsMaintenance - Summary.doc



MIAMIBEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF CONTRACTORS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 09-05/06, FOR GROUNDS MAINTENANCE SERVICES FOR PARKS AND RECREATION; AUTHORIZING THE ADMINISTRATION TO ENTER INTO SIMULTANEOUS NEGOTIATIONS WITH EVERGLADES ENVIRONMENTAL CARE, INC. AND COUNTRY BILL'S LAWN MAINTENANCE, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT OR AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On December 7, 2005, the Mayor and City Commission approved the issuance of Request for Proposals (RFP) No. 09-05/06 for Grounds Maintenance Services. The RFP process seeks to select qualified landscape contractors that would provide complete landscape maintenance services for the Parks and Recreation Department. The issuance of this RFP and the selection of a contractor who possesses strong professional qualification in landscaping services were projected to comply with the City Key Intended Outcome to maintain and enhance Miami Beach public areas and rights of way especially in business districts.

The work consist of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein. The work shall include but not limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide application, turf management, athletic field turf management, irrigation system operation maintenance / repair and replacement of plants as required. Proposed cost shall include all labor, equipment and materials needed to perform those duties set forth in the scope of work, and traffic control.

RFP No. 09-05/06 was issued on December 22, 2006 with an opening date of February 17, 2006. A pre-proposal conference to provide information to contractors submitting a response was held on January 12, 2006. BidNet issued bid notices to thirty seven (37) prospective proposers and fifty (50) proposers were notified thru mail, e-mail, and fax

circulation, which resulted in the receipt of eight (8) proposals. However, three (3) of the eight (8) proposals received were not presented to the Evaluation Committee for different reasons. The proposal submitted by Vila & Son was delivered thirty four (34) minutes late on the opening date which resulted in the rejection of acceptance by the Procurement Division. The proposals submitted by Tropics North and Aaron Agriculture were received on time, however both proposals failed to submit cost information and were deemed non-responsive precluding them from further evaluation. The proposals presented to the Evaluation Committee for evaluation were the following five (5):

1. ELAN LAWN AND LANDSCAPING SERVICES
2. SUPERIOR LANDSCAPING & LAWN SERVICES
3. EVERGLADES ENVIRONMENTAL CARE, INC .
4. TIP TOP ENTERPRISES
5. COUNTRY BILLS LAWN MAINTENANCE, INC

The City Manager via Letter to Commission (LTC) No. 100-2006, appointed an Evaluation Committee ("the Committee") consisting of the Following individuals:

- Ricardo Guzman, Senior Planner, Planning Department
- Lynn Bernstein, Community Resources, Neighborhood Services Department
- Jordanna Rubin, Environmental Manager, Public Works Department
- John Oldenburg, Assistant Director, Parks and Recreation Department
- Graig Trentecosta, Miami Beach Resident, Neighborhood Leadership Academy Graduate
- Lucero Levy, Miami Beach Resident, Neighborhood Leadership Academy Graduate
- Jo Asmundsson, Miami Beach Resident, Neighborhood Leadership Academy Graduate

On May 4th, 2006, the Committee convened. The Committee member Ricardo Guzman and Graig Trentecosta were unable to attend. The Committee was provided information on the scope of the project by John Oldenburg, Assistant Director of the Parks and Recreation Department. The Committee unanimously nominated Jordanna Rubin as Chair of the Committee. The Committee was also provided presentation by almost all companies who provided a response to this RFP. Tip Top Enterprises decided not to participate on the presentation process. In addition, the Committee members were provided by the Procurement Division with references for all the firms being evaluated. Following is the Evaluation Criteria which was used to evaluate and rank the contractors:

- A. The experience and qualifications of the Contractor (20 points)
- B. The experience and qualifications of the key Personnel (20 points)
- C. The experience and qualifications of the Team (10 points)
- D. Cost (20 points)
- E. Methodology and Approach (5 points)
- F. Risk Assessment Plan for ensuring quality of work (10 points)
- G. Past Performance based on number and quality of the Performance Evaluation Surveys (15 points)

June 7, 2006

Page 3 of 4

After evaluation and proposals and presentations from Contractors, the Committee discussed the evaluation criteria and the Committee's overall votes resulted in the following scoring:

RFP No 09-05-06 GROUNDS MAINTENANCE SERVICES	Lynn Bernstein	Jordanna Rubin	John Oldenburg	Lucero Levy	Jo Asmundsson	TOTALS
ELAN LAWN LANDSCAPING	37 (4)	64 (4)	44 (4)	45 (4)	50 (4)	240
SUPERIOR LANDSCAPING	94 (1)	92 (2)	89 (3)	98 (2)	78 (3)	451
EVERGLADES ENVIRONMENTAL	94 (1)	85 (3)	93 (1)	97 (3)	90 (1)	459
TIP TOP ENTERPRISES	WITHDRAWAL	NOTICE	RECEIVED	ON 05/04/07		-
COUNTRY BILL'S LAWN	91 (3)	93 (1)	92 (2)	100 (1)	87 (2)	463

RFQ No. 09-05-06	(#s 1)	(#s 2)	(#s 3)	(#s 4)
ELAN LANDSCAPING	-	-	-	5
SUPERIOR LANDSCAPING	1	2	2	-
EVERGLADES ENVIRONMENTAL	3	-	2	-
TIP TOP ENTERPRISES	WITHDRAWAL	NOTICE	RECEIVED	ON 05/04/07
COUNTRY BILL'S LAWN	2	2	1	-

FINAL RANKING ORDER

1. EVERGLADES ENVIRONMENTAL CARE, INC
2. COUNTRY BILLS LAWN MAINTENANCE, INC
3. SUPERIOR LANDSCAPING & LAWN SERVICES
4. ELAN LAWN AND LANDSCAPING SERVICES
5. TIP TOP ENTERPRISES

Everglades Environmental Care, Inc received with more than 50% (3 out of 5) of the Committee Members' first-place ranking and was deemed the top-ranked contractor. Subsequent contractors will be ranked based on the total low aggregate ranked score.

CITY MANAGER'S REVIEW

The City Manager exercised his due diligence and based on the results being extremely close as reflected below, recommends that the City Commission authorize simultaneous negotiations with both Everglades Environmental Care, Inc and Country Bill's Lawn Maintenance, Inc, which is a similar process to the City's WiFi RFP. Additionally, the Administration will reserve the option to pursue a multiple award whereby both contractors could provide the needed services in different areas of the City.

RFQ No. 09-05-06	(#s 1)	(#s 2)	(#s 3)	(#s 4)	TOTALS
EVERGLADES ENVIRONMENTAL	3	-	2	-	459
COUNTRY BILL'S LAWN	2	2	1	-	463

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida accepting the recommendation of the City Manager pertaining the ranking of contractors pursuant to Request for Proposals (RFP) No. 09-05/06, for Grounds Maintenance Services for Parks and Recreation; Authorizing the Administration to enter into simultaneous negotiations with Everglades Environmental Care, and Country Bill's Lawn Maintenance, Inc.; and further Authorizing the Mayor and City Clerk to execute an agreement or agreements upon conclusion of successful negotiation by the Administration.

T:\AGENDA\2006\jun0706\consent\RFP-09-05-06GroundsMaintenance-Memo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF CONTRACTORS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 09-05/06, FOR GROUNDS MAINTENANCE SERVICES FOR PARKS AND RECREATION; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TWO (2) TOP-RANKED PROPOSERS, EVERGLADES ENVIRONMENTAL CARE, INC., AND COUNTRY BILL'S LAWN MAINTENANCE, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT OR AGREEMENTS UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Request for Proposals (RFP) No. 09-05/06 for Grounds Maintenance Services was issued on December 7, 2005, with an opening date of February 17, 2006; and

WHEREAS, the RFP contemplates the provision of grounds maintenance services for the City's parks and recreation facilities including, but not limited to, litter retrieval and waste disposal; mowing; edging; landscape maintenance; herbicide /insecticide application; turf management; athletic field turf management; and irrigation system operation maintenance / repair and replacement of plants, as required; and

WHEREAS, a pre-proposal conference to provide information to contractors submitting a response was held on January 12, 2006; and

WHEREAS, BidNet issued bid notices to thirty seven (37) prospective proposers and fifty (50) proposers were notified via mail, e-mail, and fax circulation, which resulted in the receipt of eight (8) proposals; and

WHEREAS, three (3) proposals received were deemed non-responsive due to their failure to provide cost information (Tropics North and Aaron Agriculture), and failure to meet the RFP deadline for submission (Vila & Sons); and

WHEREAS, the City Manager via Letter to Commission (LTC) No. 100-2006, appointed an Evaluation Committee ("the Committee") consisting of the Following individuals:

- Ricardo Guzman, Senior Planner, Planning Department
- Lynn Bernstein, Community Resources, Neighborhood Services Department
- Jordanna Rubin, Environmental Manager, Public Works Department
- John Oldenburg, Assistant Director, Parks and Recreation Department
- Graig Trentecosta, Miami Beach Resident, Neighborhood Leadership Academy Graduate
- Lucero Levy, Miami Beach Resident, Neighborhood Leadership Academy Graduate
- Jo Asmundsson, Miami Beach Resident, Neighborhood Leadership Academy Graduate; and

WHEREAS, on May 4, 2006, the Committee convened (members Ricardo Guzman and Graig Trentecosta were unable to attend); and

WHEREAS, the Committee was provided information on the scope of the project, past performance evaluation surveys, risk assessment plans, and evaluation criteria; and

WHEREAS, the Committee was also provided presentations by all responsive proposers except for Tip Top Enterprises, which decided not to participate in the presentation process; and

WHEREAS, following presentations, the Committee discussed the evaluation criteria and the Committee's overall votes resulted in the following ranking: (1) Everglades Environmental Care, Inc; (2) Country Bills Lawn Maintenance, Inc; (3) Superior Landscaping & Lawn Services; (4) Elan Lawn and Landscaping Service; (5) Tip Top Enterprises; and

WHEREAS, the City Manager has exercised his due diligence and recommends that the City Commission authorize negotiations with the two (2) topped ranked proposers, Everglades Environmental Care, Inc and Country Bill's Lawn Maintenance, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manger pertaining to the ranking of proposals pursuant to Request for Proposals (RFP) No. 09-05/06, for Grounds Maintenance Services for Parks and Recreation; and authorize the Administration to enter into negotiations with the two (2) top-ranked proposers, Everglades Environmental Care, Inc. and Country Bill's Lawn Maintenance Inc.; and further authorize the Mayor and City Clerk to execute an agreement or agreements upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2006.

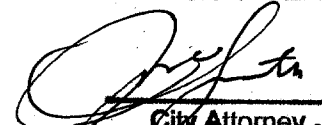
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jun0706\consent\RFP-09-05-06GroundsMaintenance- Resolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

Condensed Title:

Setting of Public Hearing – Pursuant to Miami Beach City Code Section 118-262, to review a Design Review Board decision rendered on April 19, 2006, requested by 6000 Indian Creek LLC (DRB File No. 19072)

Key Intended Outcome Supported:

Not Applicable

Issue:

Pursuant to Miami Beach City Code Section 118-262, the Administration is requesting that the Mayor and City Commission schedule a Public Hearing on July 12, 2006 to review a decision of the Design Review Board pertaining to DRB File No. 19072, requested by 6000 Indian Creek LLC.

Item Summary/Recommendation:

The Administration recommends that Adopt the Resolution scheduling a Public Hearing on July 12, 2006.

Advisory Board Recommendation:

The Design Review Board approved the subject application on April 4, 2006.

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

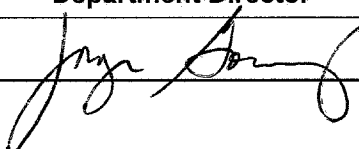
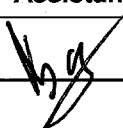
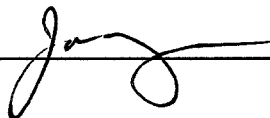
OBPI

Financial Impact Summary:
The proposed Resolution is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-262, TO REVIEW A DESIGN REVIEW BOARD DECISION REQUESTED BY 6000 INDIAN CREEK L.L.C. PERTAINING TO DRB FILE NO. 19072.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to City Code Section 118-262, 6000 Indian Creek L.L.C. is requesting a review of the Design Review Board decision rendered on April 19, 2006, pertaining to DRB File No. 19072, for approval of the exterior surface color of an existing residential structure at 6000 Indian Creek Drive.

The Design Review Section of the Miami Beach Code allows the applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust to seek a review of any Design Review Board Order by the City Commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the Design Review Board (directly or represented by counsel), and whose appearance is confirmed in the record of the Design Review Board's public hearing(s) for such project.

Pursuant to Section 118-262 of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

- 1) provide procedural due process;
- 2) observe essential requirements of law; or
- 3) base its decision upon substantial, competent evidence.

In order to reverse or remand a decision of the DRB, a 5/7th vote of the City Commission is required.

CONCLUSION

The Administration recommends setting a public hearing on July 12, 2006 to review a decision of the Design Review Board pertaining to DRB file No. 19072.

JMG/TH/JGG/TRM

T:\AGENDA\2006\jun0706\consent\DRB File No. 19072- MEM PH JUN.doc

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

Setting of Public Hearing – Pursuant to Miami Beach City Code Section 118-262, to review a Design Review Board decision rendered on April 19, 2006, requested by Southpointe Heights LLC (DRB File No. 18988)

Key Intended Outcome Supported:

Not Applicable

Issue:

Pursuant to Miami Beach City Code Section 118-262, the Administration is requesting that the Mayor and City Commission schedule a Public Hearing on July 12, 2006 to review a decision of the Design Review Board pertaining to DRB File No. 18988, requested by Southpointe Heights LLC.

Item Summary/Recommendation:

The Administration recommends that Adopt the Resolution scheduling a Public Hearing on July 12, 2006.

Advisory Board Recommendation:

The Design Review Board approved the subject application on April 4, 2006.

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

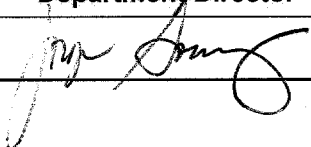

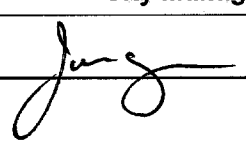
OBPI

Financial Impact Summary:
The proposed Resolution is not expected to have any fiscal impact.

City Clerk's Office Legislative Tracking:

Jorge Gomez or Tom Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING PURSUANT TO MIAMI BEACH CITY CODE SECTION 118-262, TO REVIEW A DESIGN REVIEW BOARD DECISION REQUESTED BY SOUTHPOINTE HEIGHTS L.L.C. PERTAINING TO DRB FILE NO. 18988.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Pursuant to City Code Section 118-262, Southpointe Heights L.L.C. is requesting a review of the Design Review Board decision rendered on April 19, 2006, pertaining to DRB File No. 18988, for approval of condominium-hotel complex at 2-30 Ocean Drive and 1-35, 69 Collins Avenue.

The Design Review Section of the Miami Beach Code allows the applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust to seek a review of any Design Review Board Order by the City Commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the Design Review Board (directly or represented by counsel), and whose appearance is confirmed in the record of the Design Review Board's public hearing(s) for such project.

Pursuant to Section 118-262 of the Miami Beach Code, the review by the City Commission is not a "de novo" hearing. It must be based upon the record of the hearing before the Design Review Board. Furthermore, Section 118-262 (b) states the following:

In order to reverse, or remand for amendment, modification or rehearing any decision of the Design Review Board, the City Commission shall find that the Design Review Board did not do one of the following:

- 1) provide procedural due process;
- 2) observe essential requirements of law; or
- 3) base its decision upon substantial, competent evidence.

In order to reverse or remand a decision of the DRB, a 5/7th vote of the City Commission is required.

CONCLUSION

The Administration recommends setting a public hearing on July 12, 2006 to review a decision of the Design Review Board pertaining to DRB file No. 18988.

JMG/TH/JGG/TRM

T:\AGENDA\2006\jun0706\consent\DRB File No. 18988- MEM PH JUN.doc

RESOLUTION TO BE SUBMITTED

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution of the Mayor and Members of the City Commission ratifying the Property Management Director's contract to McConnell Air Conditioning, Inc., in the amount of \$159,030, for the replacement of three (3) air conditioning units and two (2) condensing units at the Miami City Ballet building.

Key Intended Outcome Supported:

Well Maintained Facilities

Issue:

Shall the Commission ratify a contract to McConnell Air Conditioning, Inc.?

Item Summary/Recommendation:

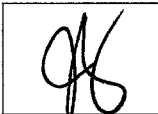
At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 that approved the purchase of the Miami City Ballet building, and also provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs including the replacement of air conditioning units. On March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building. After developing plans and specifications, four (4) contractors that specialized in commercial building air conditioning systems were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes. After reviewing the quotes and insurance requirements, the Property Management Director determined that McConnell Air Conditioning, Inc., provided the lowest responsive responsible quote for the project and issued a contract in the amount of \$159,030, for the replacement of three (3) air conditioning units and two (2) condensing units at the Miami City Ballet building.

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:



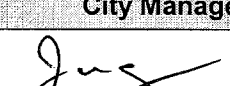
Source of Funds:	Amount	Account	Approved
 OBPI	1	\$ 159,030	168-1985-000676
	2		
	3		
	4		
	Total	\$ 159,030	

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$159,030, TO MCCONNELL AIR CONDITIONING INC., TO PROVIDE FOR THE REPLACEMENT OF THREE AIR CONDITIONING UNITS AND TWO CONDENSING UNITS AT THE MIAMI CITY BALLET BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 that approved the purchase of the Miami City Ballet building, located at 2200 Liberty Avenue, Miami Beach, Florida. The Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the Building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000). Due to the existing condition of the Building and in order for the City to properly maintain the Building, the Administration determined that the repair and maintenance projects needed to be completed in an expeditious manner.

To secure the expedited construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its March 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building.

The Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial air conditioning systems work. After the plans and specifications were complete, a Request for Quotations No. VA-QT04M-006 was developed, and four (4) contractors that specialized in commercial building air conditioning systems were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes. After reviewing the quotes and insurance requirements, the Property Management Director determined that McConnell Air Conditioning, Inc. provided the

lowest responsive responsible quote for the project and issued a contract to McConnell Air Conditioning, Inc., in the amount of \$159,030, for the replacement of three (3) air conditioning units and two (2) condensing units at the Miami City Ballet building.

CONCLUSION

As required by Resolution No. 2006-26149, the Administration hereby requests that the Mayor and City Commission ratify the aforestated contract, as is deemed necessary to complete the work on the Miami City Ballet building.

JMG:BCM:FHB:BAJ

T:\AGENDA\2006jun0706\Regular\Ballet Ratify HVAC MEMO.doc

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
HVAC REPLACEMENT PROJECT, MIAMI CITY BALLET
QUOTATION VA-QT 04M-006
TABULATION SHEET

DESCRIPTION	McConnell Air Conditioning, Inc.	Johnson Controls, Inc.	FXP CORP.	Master Mechanical Services Inc.
Complete replacement of the air conditioning system	\$159,030.00	\$173,401.00	\$210,000.00	not responsive
Total	\$159,030.00	\$173,401.00	\$210,000.00	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$159,030, TO McCONNELL AIR CONDITIONING INC., TO PROVIDE FOR THE REPLACEMENT OF THREE AIR CONDITIONING UNITS AND TWO CONDENSING UNITS AT THE MIAMI CITY BALLET BUILDING.

WHEREAS, at its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125, that approved the purchase of the Miami City Ballet building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Building); and

WHEREAS, the Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the Building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000); and

WHEREAS, the Administration has determined that due to the existing condition of the Building and in order for the City to properly continue to maintain the Building, the aforesated repair and maintenance projects need to be completed in an expeditious manner; and

WHEREAS, to secure the construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its February 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial air conditioning systems; and

WHEREAS, after the plans and specifications were completed, a Request for Quotations No. VA-QT04M-006 was developed, and four (4) contractors that specialized in commercial air conditioning systems were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes; and

WHEREAS, after reviewing the quotes and insurance requirements, the Property Management Director determined that McConnell Air Conditioning, Inc., provided the lowest responsive responsible quote for the Project; and

WHEREAS, a contract was issued to McConnell Air Conditioning, Inc., in the total amount of \$159,030, for air conditioning system replacements at the Miami City Ballet building; and

WHEREAS, as required by Resolution No.2005-25857, the Administration hereby requests that the Mayor and City Commission ratify the aforesated contract, as is deemed necessary to complete the work on the air conditioning system replacements at the Miami City Ballet building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, to McConnell Air Conditioning, Inc., in the total amount of \$159,030, for the air conditioning systems replacements at the Miami City Ballet building.

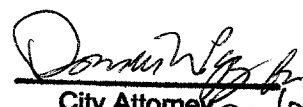
PASSED and ADOPTED THIS _____ **day of** _____ **2006.**


ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  **Date** 5/31/06

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution of the Mayor and Members of the City Commission ratifying the Property Management Director's contract to Laumar Roofing Systems, Inc., in the amount of \$457,319, for the replacement of the roof at the Miami City Ballet Building.

Key Intended Outcome Supported:

Well Maintained Facilities

Issue:

Shall the Commission ratify a contract to Laumar Roofing Systems, Inc.?

Item Summary/Recommendation:

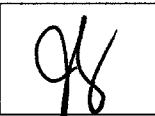
At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 approving the purchase of the Miami City Ballet building, and also provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs including the replacement of the roof. On March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building. After the plans and specifications were complete, three (3) contractors that specialized in commercial building roof systems were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes. After reviewing the quotes and insurance requirements, the Property Management Director determined that Laumar Roofing Systems, Inc., provided the lowest responsive responsible quote for the project and issued a contract in the amount of \$457,319, for the replacement of the roof at the Miami City Ballet Building.

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
 OBPI	1	\$ 457,319	168-1985-000676	
	2			
	3			
	4			
	Total	\$ 457,319		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\Jun0706\Regular\Ballet Ratify Roof COVER.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$457,319, TO LAUMAR ROOFING SERVICES, INC., TO PROVIDE FOR THE REPLACEMENT OF THE ROOF OF THE MIAMI CITY BALLET BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 approving the purchase of the Miami City Ballet building, located at 2200 Liberty Avenue, Miami Beach, Florida. The Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the Building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000). Due to the existing condition of the building and in order for the City to properly maintain the building, the Administration determined that the repair and maintenance projects needed to be completed in an expeditious manner.

To secure the expedited construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its March 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building.

The Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial roof systems. After the plans and specifications were complete, a Request for Quotations No. VA-QT07R-006 was developed, and three (3) contractors that specialize in commercial building roof systems were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes.

After reviewing the quotes and insurance requirements, the Property Management Director determined that Laumar Roofing Systems, Inc., provided the lowest responsive responsible quote for the project and issued a contract to Laumar Roofing Systems, Inc., in the amount of \$457,319, for the replacement of the roof at the Miami City Ballet Building.

CONCLUSION

As required by Resolution No. 2006-26149, the Administration hereby requests that the Mayor and City Commission ratify the aforestated contract, as is deemed necessary to complete the work on the Miami City Ballet building.

JMG:BCM:FHB:BAJ

Commission Items\June 8, 2006\ Ratify Ballet Roof MEMO.doc

RE-ROOFING PROJECT OF MIAMI CITY BALLET BUILDING
QUOTATION VA-QT 07R-006
TABULATION SHEET

DESCRIPTION	Laumar Roofing Service, Inc.	Roof System Services	Advance Roofing, Inc.
Complete re-roofing project at Miami City ballet	\$457,319.00	\$485,000.00	\$599,025.00
Total	\$457,319.00	\$485,000.00	\$599,025.00

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$457,319, TO LAUMAR ROOFING SERVICES, INC., TO PROVIDE FOR THE REPLACEMENT OF THE ROOF OF THE MIAMI CITY BALLET BUILDING.

WHEREAS, at its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125, that approved the purchase of the Miami City Ballet building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Building); and

WHEREAS, the Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000); and

WHEREAS, the Administration has determined that due to the existing condition of the building and in order for the City to properly continue to maintain the building, the aforesated repair and maintenance projects need to be completed in an expeditious manner; and

WHEREAS, to secure the construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its March 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial roof replacements; and

WHEREAS, after the plans and specifications were completed, a Request for Quotations No. VA-QT07R-006 was developed, and three (3) contractors that specialized in commercial roof replacements were contacted to provide quotes for the Project, which resulted in three (3) responsive quotes; and

WHEREAS, after reviewing the quotes and insurance requirements, the Property Management Director determined that Laumar Roofing Services, Inc., provided the lowest responsive responsible quote for the Project; and

WHEREAS, a contract was issued to Laumar Roofing Services, Inc., in the total amount of \$457,319, for the roof replacement of the Miami City Ballet Building; and

WHEREAS, as required by Resolution No.2005-25857, the Administration hereby requests that the Mayor and City Commission ratify the aforesated contract, as is deemed necessary to complete the work on the roof replacement of the Miami City Ballet Building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, to Laumar Roofing Services, Inc., in the total amount of \$457,319, for the roof replacement of the Miami City Ballet Building.

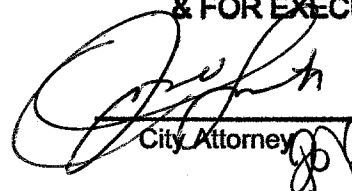
PASSED and ADOPTED THIS _____ day of _____ 2006.

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/30/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution of the Mayor and Members of the City Commission ratifying the Property Management Director's contract to Pro-Max Paint Corporation, in the amount of \$39,500, for the pressure cleaning, waterproofing and paint work of the Miami City Ballet Building.

Key Intended Outcome Supported:

Well Maintained Facilities

Issue:

Shall the Commission ratify a contract to Pro-Max Paint Corporation.?

Item Summary/Recommendation:

At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 approving the purchase of the Miami City Ballet Building, and also provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs including the pressure cleaning, waterproofing and paint work of the facility. On March 8, 2006, the Mayor and City Commission adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building. After developing specifications, four (4) contractors that specialized in commercial building pressure cleaning, waterproofing, and paint work were contacted to provide quotes for the project, which resulted in three (3) responsive quotes. After reviewing the quotes and insurance requirements, the Property Management Director determined that Pro-Max Paint Corporation provided the lowest responsive responsible quote for the project and issued a contract, in the amount of \$39,500, for the pressure cleaning, waterproofing and paint work of the Miami City Ballet Building.

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:



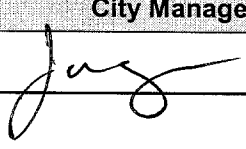
Source of Funds:	Amount	Account	Approved
1	\$ 39,500	168-1985-000676	
2			
3			
4			
Total	\$ 39,500		

OBPI

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jun0706\Regular\Ballet Ratify Paint COVER.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$39,500, TO PRO-MAX PAINT CORPORATION, TO PROVIDE FOR PRESSURE CLEANING, WATERPROOFING, AND PAINTING OF THE EXTERIOR WALLS OF THE MIAMI CITY BALLET BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

At its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125 approving the purchase of the Miami City Ballet Building (the Building), located at 2200 Liberty Avenue, Miami Beach, Florida. The Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000). Due to the existing condition of the building and in order for the City to properly maintain the building, the Administration determined that the repair and maintenance projects needed to be completed in an expeditious manner.

To secure the expedited construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its February 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building.

The Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial building pressure cleaning, waterproofing and paint work. After the plans and specifications were completed, a Request for Quotations No. VA-QT05PA-006 was developed, and four (4) contractors that specialize in commercial building pressure cleaning, waterproofing, and paint work were contacted to provide quotes for the project, which resulted in three (3) responsive quotes. After reviewing the quotes and insurance requirements, the Property Management Director determined that Pro-Max Paint Corporation, provided the lowest responsive responsible quote for the project and issued

a contract to Pro-Max Paint Corporation, in the amount of \$39,500, for the pressure cleaning, waterproofing and paint work of the Miami City Ballet Building.

CONCLUSION

As required by Resolution No. 2006-26149, the Administration hereby requests that the Mayor and City Commission ratify the aforestated contract, as is deemed necessary to complete the work on the Miami City Ballet Building.

JMG:BCM:FHB:BAJ

T:\AGENDA\2006\jun0706\Regular\Ballet Ratify Paint MEMO.doc

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 PRESSURE CLEAN AND EXTERIOR PAINT AT MIAMI CITY BALLET
 QUOTATION VA-QT 05Pa-006
 TABULATION SHEET

DESCRIPTION	Pro-Max Paint Corp.	Gonzalez painting & Waterproofing Inc.	Eddy's Waterproofing	Master Design Enterprises Inc.
Pressure clean and exterior paint of entire building	\$39,500.00	\$40,850.00	\$76,500.00	not responsive
Stucco repair	\$14.0 S.F.	\$32.0 S.F.		
Total	\$39,500.00	\$40,850.00	\$76,500.00	

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$39,500, TO PRO-MAX PAINT CORPORATION, TO PROVIDE FOR PRESSURE CLEANING, WATERPROOFING, AND PAINTING OF THE EXTERIOR WALLS OF THE MIAMI CITY BALLET BUILDING.

WHEREAS, at its February 8, 2006 meeting, the Mayor and City Commission adopted Resolution No. 2006-26125, that approved the purchase of the Miami City Ballet building, located at 2200 Liberty Avenue, Miami Beach, Florida (the Building); and

WHEREAS, the Resolution provided for the City to fund approximately \$740,000 for imminent major capital repair and replacement needs of the building, which consist of: roof replacement (\$500,000); the replacement of five rooftop air conditioning units (\$175,000); and pressure-cleaning, waterproofing, and painting of the building exterior (\$65,000); and

WHEREAS, the Administration determined that due to the existing condition of the building and in order for the City to properly maintain the building, the aforesated repair and maintenance projects needed to be completed in an expeditious manner; and

WHEREAS, to secure the construction work relative to said projects utilizing the City's Property Management Director, who is a licensed general contractor, the Mayor and City Commission, at its March 8, 2006 meeting, adopted Resolution No. 2006-26149, which authorized the Property Management Director to serve as the general contractor of record for the required work at the Miami City Ballet Building; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and had specifications developed to address the scope of work that was necessary to obtain price quotes from contractors that specialize in commercial building preparation and paint work; and

WHEREAS, after the plans and specifications were completed, a Request for Quotations No. VA-QT05Pa-006 was developed, and four (4) contractors that specialized in commercial building preparation and paint work were contacted to provide quotes for the project, which resulted in three (3) responsive quotes; and

WHEREAS, after reviewing the quotes and insurance requirements, the Property Management Director determined that Pro-Max Paint Corporation, provided the lowest responsive responsible quote for the project; and

WHEREAS, a contract was issued to Pro-Max Paint Corporation, in the amount of \$39,500, for the pressure cleaning, waterproofing, and painting of the Miami City Ballet Building; and

WHEREAS, as required by Resolution No.2005-25857, the Administration hereby requests that the Mayor and City Commission ratify the aforesated contract, as is deemed necessary to complete the work on the Miami City Ballet Building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, to Pro-Max Paint Corporation, in the amount of \$39,500, for the pressure cleaning, waterproofing, and painting of the Miami City Ballet Building.

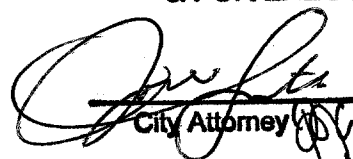
PASSED and ADOPTED THIS _____ day of _____ 2006.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5/30/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A resolution ratifying the Property Management Director's contract to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building.

Key Intended Outcome Supported:

Ensure well-maintained facilities.

Issue:

Shall the Commission ratify a contract to Meggitt Defense Systems/Caswell?

Item Summary/Recommendation:

Because of the age and deterioration of the gun range targeting system at the Miami Beach Police Department Building, there was a need to include replacement and repairs of the system in the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects budget. At the December 7, 2005 Commission meeting, the Mayor and City Commission adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the FY 05/06 Capital Renewal and Replacement projects. Because Meggitt Defense Systems/Caswell is the original equipment manufacturer and supplier of the indoor gun range training equipment used in the Miami Beach Police building, they are also the sole source provider of the equipment and trained experts in the repairs necessary for the retrofit of the gun range equipment. The Property Management Director worked with the sole source provider to develop a scope of work necessary to meet the replacement and repair needs. A contract was issued to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building. The Administration recommends that the Mayor and Members of the City Commission ratify the Property Management Director's contract to Meggitt Defense Systems/Caswell

Adopt the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

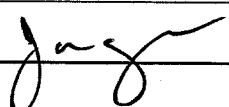
Source of Funds:	Amount	Account	Approved
1	\$ 77,950	125-6344-069358	
2			
3			
4			
Total	\$ 77,950		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Brad A. Judd, Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jun0706\Regular\05-06 Ratify Police Gun Range COVER.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$77,950, TO MEGGITT DEFENSE SYSTEMS/CASWELL, TO PROVIDE FOR THE REPAIR AND REPLACEMENT NEEDS OF THE GUN RANGE TRAINING EQUIPMENT AT THE MIAMI BEACH POLICE DEPARTMENT BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Because of the age and deterioration of the gun range targeting system at the Miami Beach Police Department building, there was a need to include the replacement of the target turning system, PC master controllers, radio interface, and other components of the system in the development of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects funding needs. This was necessary for the inclusion of the project in the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects budget which was approved by the Mayor and City Commission with the adoption of the Fiscal Year (FY) 05/06 budget.

The Mayor and City Commission, at the December 7, 2005 Commission meeting, adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects.

Because Meggitt Defense Systems/Caswell is the original equipment manufacturer and supplier of the indoor gun range training equipment used in the Miami Beach Police Building. They are also the sole source provider of the equipment and trained experts in the repairs necessary for the retrofit of the gun range equipment. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and worked with the sole source company to develop a scope of work necessary to meet the replacement and repair needs of the gun range equipment.

After the scope of work was complete, and a quote was received that was within the estimated project budget, a contract was issued to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building.

CONCLUSION

The Administration recommends that the Mayor and Members of the City Commission ratify the Property Management Director's contract to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building.

JMG:BCM:FHB:BAJ

T:\AGENDA\2006\jun0706\Regular\05-06 Ratify Police Gun Range MEMO.doc

February 16, 2006

Meggitt Defense Systems
Caswell

Miami Beach Police Department
1100 Washington Ave
Miami Beach, FL 33139
Attn: Brad Judd
FAX 305-673-7963

RE: Indoor range retrofit project

Mr. Judd,

The following is my response to your request. MDS-Caswell (Detroit Armor Corp.) is the original supplier of your indoor firearms training equipment. Our proposal includes the retrofitting of your existing target system model ATO-2002 to our current Model RTS360L. Please note that as part of the retrofit program we are able to reuse the existing shooters booths and track \ rail which provides a large saving to the City of Miami Beach. Also included in this proposal are 4 AA8 infantry targets which will work along side and in conjunction with the existing infantry targets that the Police Department already owns.

The range equipment quoted will fit into your existing space and will be 100% compatible with the existing \ remaining ballistic protection and target system. Due to the fact that MDS Caswell is the original range equipment supplier and that the proposed scope of work is totally compatible with the existing range equipment, no other manufacturer can compete with our retrofit program. Any other system considered would require a complete revamping of the range.

MDS-Caswell has been the sole source supplier to hundreds of agencies including the United States Government, Large municipalities and the smallest villages. I hope the above is sufficient for your needs and I look forward to doing business with your organization.

Sincerely,

Meggitt Defense Systems - Caswell


Dave Rhine
Customer Account Manager

Meggitt Defense Systems
Caswell
2540 2nd Street NE
Minneapolis, MN
55418-3412
U.S.A.

Tel +612 379 2000
Fax +612 379 2367
www.mds-caswell.com

MEGGITT

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$77,950, TO MEGGITT DEFENSE SYSTEMS/CASWELL, TO PROVIDE FOR THE REPAIR AND REPLACEMENT NEEDS OF THE GUN RANGE TRAINING EQUIPMENT AT THE MIAMI BEACH POLICE DEPARTMENT BUILDING.

WHEREAS, due to the age and deterioration of the gun range targeting system at the Miami Beach Police Department building, there was a need to include the replacement of the target turning system, PC master controllers, radio interface, and other components of the system in the development of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects funding needs; and

WHEREAS, the project was included in the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects budget that was approved by the Mayor and City Commission with the adoption of the Fiscal Year (FY) 05/06 budget; and

WHEREAS, to expedite the repair and replacement work, the Mayor and City Commission, at the December 7, 2005, Commission meeting, adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects; and

WHEREAS, because Meggitt Defense Systems/Caswell is the original equipment manufacturer and supplier of the indoor gun range training equipment used in the Miami Beach Police Building, Meggitt Defense Systems/Caswell is also the sole source provider of the equipment and trained experts in the repairs necessary for the retrofit of the gun range equipment; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and worked with the sole source provider to develop a scope of work necessary to meet the replacement and repair needs of the gun range equipment; and

WHEREAS, after the scope of work was complete, and a quote was received that was within the estimated project budget, a contract was issued to Meggitt Defense Systems/Caswell, in the total amount of \$77,950, to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department building; and

WHEREAS, The Administration recommends that the Mayor and Members of the City Commission ratify the Property Management Director's contract to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, to Meggitt Defense Systems/Caswell, in the total amount of \$77,950 to provide for the replacement and repairs to the gun range training equipment at the Miami Beach Police Department Building.

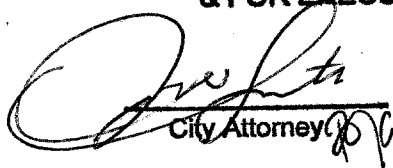
PASSED and ADOPTED THIS _____ **day of** _____ **2006.**

ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

5/30/06
Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution ratifying a contract to, to FXP Corporation, in the total amount of \$93,000, to provide for the replacement of three (3) air handling units at the Miami Beach Police Department Building.

Key Intended Outcome Supported:

Ensure well-maintained facilities.

Issue:

Shall the Commission ratify a contract to FXP Corporation?

Item Summary/Recommendation:

Because of the conditions of the air handlers at the Police Building, the replacement of three (3) air handling units was included in the Fiscal Year (FY) 05/06 Capital Renewal and Replacements projects budget. At the December 7, 2005 Commission meeting, the Mayor and City Commission adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the FY 05/06 Capital Renewal and Replacement projects. After developing specifications for the required work, four (4) mechanical contractors that specialized in large commercial air conditioning systems were contacted to provide bids on the project, resulting in two (2) responsive bids. After reviewing the bids, the Property Management Director determined that FXP Corporation provided the lowest responsive responsible bid for the project and issued a contract in the amount of \$93,000, for the work. The Administration recommends that the Mayor and City Commission ratify the Property Management Director's contract to FXP Corporation for the replacement of three (3) air handling units at the Miami Beach Police Department Building.

Adopt the Resolution.

Advisory Board Recommendation:

N/A

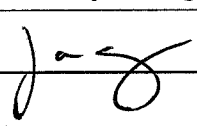
Financial Information:

Source of Funds:	Amount	Account	Approved
1	\$ 93,000	125-6341-069358	
2			
3			
4			
Total	\$ 93,000		

Financial Impact Summary:**City Clerk's Office Legislative Tracking:**

Brad A. Judd; Property Management Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2006\jun0706\Regular\05-06 Ratify Police Air Handlers COVER.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$93,000 TO FXP CORPORATION, TO PROVIDE FOR THE REPLACEMENT OF THREE AIR HANDLING UNITS AT THE MIAMI BEACH POLICE DEPARTMENT BUILDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Because of the age and deterioration of three (3) air handling units of the air conditioning system at the Miami Beach Police Department Building, there was a need to include these replacement in the development of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects funding needs. This was necessary for the inclusion of the project in the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects budget that was approved by the Mayor and City Commission with the adoption of the Fiscal Year (FY) 05/06 budget.

The Mayor and City Commission, at the December 7, 2005 Commission meeting, adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects. The Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed scope of work specifications for the project and prepared a request for quotations #VA-QT02M-006 that was required to provide a method to obtain competitive bids for the work.

Four (4) mechanical contractors that specialized in large commercial air conditioning systems were contacted to provide bids on the project resulting in two (2) responsive bids. After reviewing the bids and checking background references, licensing, and insurance requirements, the Property Management Director determined that FXP Corporation provided the lowest responsive responsible bid for the project.

After review by the Legal Department, a contract was issued to FXP Corporation, in the amount of \$93,000 for the work.

CONCLUSION

The Administration recommends that the Mayor and City Commission ratify the Property Management Director's contract to FXP Corporation, in the total amount of \$93,000 to provide for the replacement of three (3) air handling units at the Miami Beach Police Department Building.

JMG:BCM:FHB:BAJ

T:\AGENDA\2006\jun0706\Regular\05-06 Ratify Police Air Handlers MEMO.doc

CITY OF MIAMI BEACH PROPERTY MANAGEMENT DIVISION
 AIR HANDLER UNITS REPLACEMENT PROJECT, POLICE STATION
 QUOTATION VA-QT 02M-006
 TABULATION SHEET

DESCRIPTION	FXP CORP.	Johnson Controls, Inc.	McConnell Air Conditioning, Inc.	Master Mechanical Services, Inc.
3 Air Handler Units replacement project	\$93,000.00	\$105,000.00	not responsive	not responsive
Total	\$93,000.00	\$105,000.00		

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RATIFYING A CONTRACT, IN THE TOTAL AMOUNT OF \$93,000 TO FXP CORPORATION, TO PROVIDE FOR THE REPLACEMENT OF THREE AIR HANDLING UNITS AT THE MIAMI BEACH POLICE DEPARTMENT BUILDING.

WHEREAS, because of the age and deterioration of three (3) air handling units of the air conditioning system at the Miami Beach Police Department building, there was a need to include these replacement in the development of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects funding needs; and

WHEREAS, the inclusion of the project was approved in the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects budget that was approved by the Mayor and City Commission with the adoption of the Fiscal Year (FY) 05/06 budget; and

WHEREAS, the Administration has determined that due to the existing condition of the building and in order for the City to properly continue to maintain the building, the aforesated repair and maintenance projects need to be completed in an expeditious manner; and

WHEREAS, the Mayor and City Commission, at the December 7, 2005 Commission meeting, adopted Resolution No. 2005-26073, which authorized the Property Management Director to serve as the Certified General Contractor for all of the Fiscal Year (FY) 05/06 Capital Renewal and Replacement projects; and

WHEREAS, the Property Management Director exercised the authority given to him by the City Manager and City Commission, and developed scope of work specifications for the project and prepared a Request for Quotations #VA-QT02M-006, that was required to provide a method to obtain competitive bids for the work; and

WHEREAS, four (4) mechanical contractors that specialized in large commercial air conditioning systems were contacted to provide bids on the project resulting in two (2) responsive bids; and

WHEREAS, after reviewing the bids and checking background references, licensing, and insurance requirements, the Property Management Director determined that FXP Corporation provided the lowest responsive responsible bid for the project; and

WHEREAS, after review by the Legal Department and execution by the Mayor and City Clerk, a contract was issued to FXP Corporation, in the amount of \$93,000 for the work; and

WHEREAS, the Administration recommends that the Mayor and City Commission ratify the Property Management Director's contract to FXP Corporation, in the total amount of \$93,000, to provide for the replacement of three (3) air handling Units at the Miami Beach Police Department Building.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby ratify a contract, to FXP Corporation, in the total amount of \$93,000, to provide for the replacement of three (3) air handling units at the Miami Beach Police Department building.

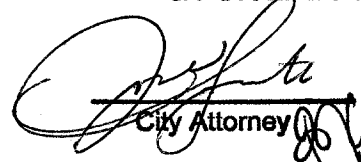
PASSED and ADOPTED THIS _____ day of _____ 2006.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

5/30/06
Date

THIS PAGE INTENTIONALLY LEFT BLANK

Condensed Title:

A Resolution approving a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of the North Beach Recreational Corridor.

Key Intended Outcome Supported:

Maintain or improve traffic flow.

Issue:

Shall the Mayor and City Commission enter into a LAP agreement with FDOT?

Item Summary/Recommendation:

The City applied for and received \$1,741,000 in federal funding for the construction of the North Beach Recreational Corridor. In order to receive the \$1,741,000 in federal funding, the City is required to approve the attached LAP agreement with the Florida Department of Transportation. \$500,000 in matching funds has already been appropriated from the GO Bond Fund to cover the 33% matching funds requirement.

The Administration recommends that the Mayor and City Commission approve the Resolution.

Advisory Board Recommendation:**Financial Information:**


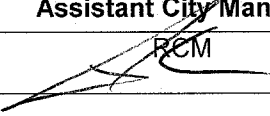
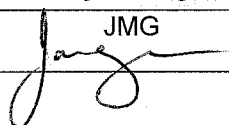
Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 100px; height: 50px; margin: 0 auto;"></div> OBPI	1	\$1,741,000		
	2			
	3			
	4			
	Total	\$1,741,000		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Bob Halfhill – Public Works x7080; Jordanna Rubin – Environmental Division x6121

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		





MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission
FROM: City Manager Jorge M. Gonzalez

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING TWO (2) LOCAL AGENCY PROGRAM (LAP) AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), IN THE AMOUNTS OF \$900,000 AND \$841,000, RESPECTIVELY, FOR THE CONSTRUCTION OF THE NORTH BEACH RECREATIONAL CORRIDOR.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The North Beach Recreational Corridor (NBRC) is part of a series of bicycle/pedestrian/greenway projects to be known as the Atlantic Greenway Network. The Atlantic Greenway Network is made up of two main trail systems; the Beach Corridors running between the erosion control line and the dune system; and the Neighborhood Trails, making east-west and north-south connections through south, middle, and north beach neighborhoods. Individual projects will be constructed to create a continuous trail network allowing for alternative transportation and community enhancement.

The North Beach Recreational Corridor Project (NBRC) will create a multi-purpose public access corridor, within a public easement, which traverses along the western edge (upland side) of the sand dunes. The NBRC will be located immediately east of the oceanfront properties between 64th Street and 79th Street in the City. NBRC is a natural progression of pathways and parks for the City based on the success of Lummus Park at South Beach and the Beachwalk project extending to 21st Street. This corridor will serve as a connection to businesses, residential areas, schools, parks, and beaches to promote alternative transportation via bicycling or walking.

The City of Miami Beach applied for and received \$1,741,000 in federal funding for the construction of the North Beach Recreational Corridor. In order to receive the \$1,741,000 in federal funding, the City is required to approve the attached LAP agreement with the Florida Department of Transportation. \$670,000 in matching funds

has already been appropriated from GO Bond Funds to cover the 33% matching funds requirement.

The NBRC will cost approximately 5.4 million dollars. Current funding sources for the project are as follows:

GO Bond Funds.....	\$ 670,000
Transport Enhancement Project (TEP) Funds.....	\$1,741,000
Housing & Urban Development (HUD) EDI Grant Funds.....	\$ 574,493
American Disabilities Act (ADA) Grant Funds.....	\$ 107,934
North Beach Quality of Life Funds.....	\$ 78,000
Total Funds	\$3,171,427

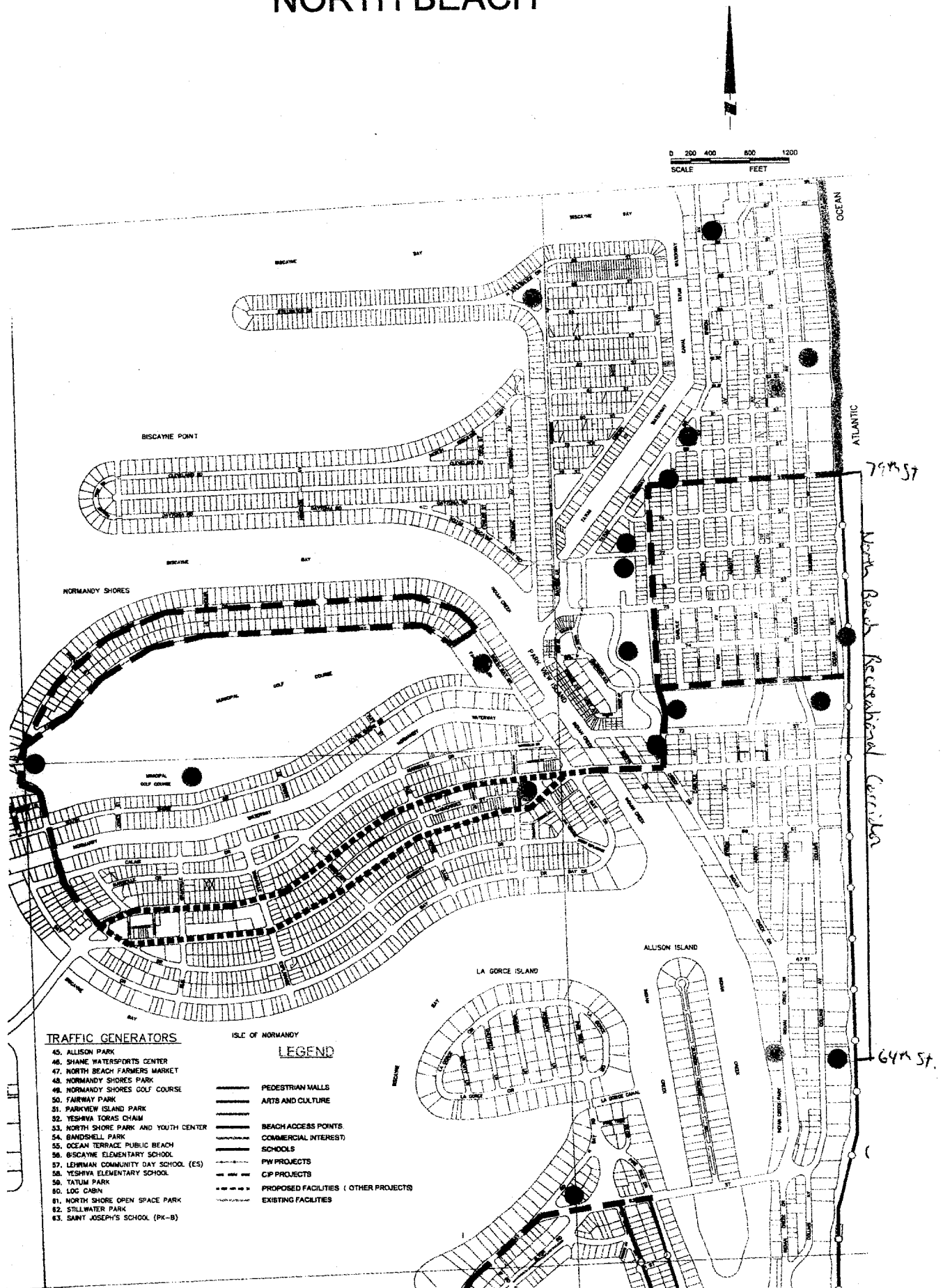
The NBRC project is currently at 90% engineering plans. It is anticipated that the project will begin construction in summer 2006. Therefore, the LAP agreement must be signed by August 2006, before work commences.

CONCLUSION:

The Administration recommends that the Mayor and City Commission adopt the attached resolution which requests approving a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) in the amount of \$1,741,000 for the construction of the North Beach Recreational Corridor.

T:\AGENDA\2006\jun0706\Regular\NBRC LAP memo.doc

PROPOSED BICYCLE FACILITIES NORTH BEACH



RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION
OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING
TWO (2) LOCAL AGENCY PROGRAM (LAP) AGREEMENTS
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
(FDOT), IN THE AMOUNTS OF \$900,000 AND \$841,000,
RESPECTIVELY, FOR THE CONSTRUCTION OF THE NORTH
BEACH RECREATIONAL CORRIDOR.**

WHEREAS, The North Beach Recreational Corridor Project (NBRC) will create a multi-purpose public access corridor, within a public easement, which traverses along the western edge (upland side) of the sand dunes; and

WHEREAS, the NBRC is part of a series of bicycle/pedestrian/greenway projects to be known as the Atlantic Greenway Network; and

WHEREAS, the City applied for and received \$1,741,000 in Federal funding for the construction of the North Beach Recreational Corridor; and

WHEREAS, in order to receive the \$1,741,000 in federal funding, the City is required to approve the attached two (2) LAP Agreements with the Florida Department of Transportation for \$900,000 and \$841,000, respectively; and

WHEREAS, the City has already appropriated \$670,000 in required matching funds from the General Obligation (GO) Bond fund.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, approving two (2) Local Agency Program (LAP) Agreements with the Florida Department of Transportation (FDOT), in the amounts of \$900,000 and \$841,000, respectively, for the construction of the North Beach Recreational Corridor.

PASSED AND ADOPTED this 7TH day of June, 2006.

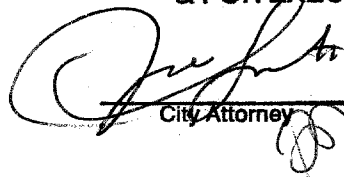
ATTEST:

CITY CLERK

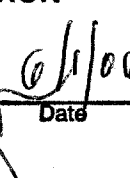
MAYOR

T:\AGENDA\2006\jun0706\Regular\NBRC LAP Reso.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

State of Florida Department of Transportation
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJ MGT, RESEARCH & DEV OFC
OGC - 11/03
Page 1 of 12

FPN No. <u>4105791</u>	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org. Code: _____	FLAIR Obj.: _____
FPN No. _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org. Code: _____	FLAIR Obj.: _____
County No. _____	Contract No: _____	Vendor No.: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this _____ day of _____, _____
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter called the Department, and City of Miami Beach
hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in NBRC 75th-80th Street and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) 1 are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before Dec. 2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ 900,000. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00 of this agreement.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five(5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five(5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133**.

If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.

Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
(Section 287.058(1)(c), Florida Statutes)

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400.
(Section 287.058(1)(b), Florida Statutes)

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect, by notice in writing, not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, this Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project, which under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein in 12.06; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within one hundred twenty (120) days after the completion of the project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of this Agreement.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and costs approved by the Department or upon the basis of terms and conditions

imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable federal and state regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all federal-aid contracts – 49 CFR 29)

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by executing this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person or entity is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements above, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the performance of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision in all contracts modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors, shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of the Agency or the locality during his tenure, or for two years thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired any such interest prior to the beginning of his tenure, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure, or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.07 Interest of Members of or Delegate to, Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval regarding the remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department.

13.09 Right of Way Certification: Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System, constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b); Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one dollar (\$1) will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Title:

By: _____
Title:

Attest: _____
Title:

Attest: : _____
Title:

As to form:

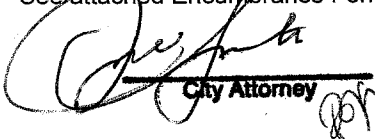
As to form:

Attorney

District Attorney

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

See attached Encumbrance Form for date of funding approval by Comptroller.



City Attorney

6/1/06

Date

FPN NO 4105791

EXHIBIT A
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

The City of Miami Beach

Dated

PROJECT LOCATION:

The project ☐ is ☒ is not on the National Highway System.

The project ☐ is ☒ is not on the State Highway System.

PROJECT DESCRIPTION:

The North Beach Recreational Corridor Project (NBRC) will create a multi-purpose public access corridor, within a public easement, which traverses along the western edge (upland side) of the sand dunes. The NBRC will be located immediately east of the oceanfront properties between 64th Street and 79th Street in the City. NBRC is a natural progression of pathways and parks for the City based on the success of Lummus Park at South Beach and the Beachwalk project extending to 21st Street. This corridor will serve as a connection to businesses, residential areas, schools, parks, and beaches to promote alternative transportation via bicycling or walking.

SPECIAL CONSIDERATION BY AGENCY:

SPECIAL CONSIDERATION BY DEPARTMENT:

AGENCY NAME & BILLING ADDRESS City of Miami Beach Attn: Jordanna Rubin 1700 Convention Center Drive Miami Beach, FL 33139	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT EXHIBIT "B" SCHEDULE OF FUNDING	FPN. NO. 4105791
---	--	-------------------------

PROJECT DESCRIPTION

Name NBRC 75th St. to 80th St. Length 5 Blocks
 Termini 75th St. to 80th St. , adjacent to the western edge of the sand dunes.

TYPE OF WORK by Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E.	2003-2004			
	2004-2005			
	2005-2006 <u>Permitting & A/E Services</u>	<u>311,595</u>	<u>311,595</u>	
	Total PE	\$0.00	\$0.00	\$0.00
Right-of-Way	2003-2004			
	2004-2005			
	2005-2006			
	Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00
Construction	2003-2004			
	2004-2005			
	2005-2006			
	2006-2007	<u>1,580,502</u>	<u>680,502</u>	<u>900,000</u>
	Total Contract Costs	\$0.00	\$0.00	\$0.00
	Construction Engineering and Inspection			
	2003-2004			
	2004-2005			
	2005-2006			
	Total Construction Engineering	\$0.00	\$0.00	\$0.00
	Total Construction Cost	\$0.00	\$0.00	\$0.00
ESTIMATED TOTAL COST OF THE PROJECT		<u>1,892,097</u>	<u>992,097</u>	<u>900,000</u>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after
 The Department will notify the Agency, in writing, when funds are available.

1st each fiscal year.

EXHIBIT R
ADVANCE PROJECT REIMBURSEMENT

Article 2.02, second and third sentences are deleted and the following substituted:

This agreement shall continue in effect and be binding on all parties until the project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the Department.

Article 7.00, first sentence is deleted and the following substituted:

The Department agrees to reimburse the Local Agency in accordance with Section 339.12 of the Florida Statutes an amount not to exceed the total estimated cost specified in Article 3.01 beginning in the Department's Fiscal Year _____. If the funding is from the Federal Highway Administration (FHWA), the payment will be made in a lump sum in the year(s) the project is scheduled in the Department's Work Program as of the date of the agreement. If the FHWA funding is programmed in the Departments Adopted Work Program over a multi-year period, an annual amount equal to the amount programmed will be reimbursed in each of these years. If the project is for resurfacing, is estimated over two million dollars and is state funded, payments will be made in six equal quarterly payments beginning in the year the project was originally programmed. For all other state funded construction contracts estimated over two million dollars, payments will be made in ten equal quarterly payments beginning in the year the project was originally programmed. All payments will be made in accordance with Section 6.00 of the agreement.

If there is a required local match of non-federal share, the reimbursement will be reduced by the required amount.

The Department further agrees to request appropriation of said amounts from the Legislature prior to each fiscal year in question.

EXHIBIT L
Landscape Maintenance Agreement

Article 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 5 hereof, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards and procedures (Project Standards). Specifically, the Agency agrees to:

(a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

(b) Properly mulch plant beds;

(c) Keep the premises free of weeds;

(d) Mow and/or cut the grass to the proper length;

(e) Properly prune all plants which responsibility includes (I) removing dead or diseased parts of plants or (II) pruning such parts thereof which present a visual hazard for those using the roadway; and

(f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original "Project Standards."

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below "Project Standards" caused by the Agency's failure to maintain the same in accordance with the provisions of this paragraph. In the event any part or parts of the project, including plants, have to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to be not in conformance with the applicable project standards, the Department, in addition to its right of termination under paragraph 4 (a), may at its option perform any necessary maintenance without need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any or all of the project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent State road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60 day removal period, the Department will become the owner of the unremoved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the

4. This Agreement may be terminated under any one of the following conditions:

(a) By the Department, if the Agency fails to perform its duties under this Agreement following 15 days written notice.

(b) By either party following 60 calendar days written notice.

5. In the event this Agreement is terminated in accordance with Paragraph 4, the Agency shall have 60 days after the date upon which this Agreement is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60 day removal period portion of the project, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other

EXHIBIT L

Landscape Maintenance Agreement

agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This Agreement may not be assigned or transferred by the Agency in whole or in part without consent of the Department.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested or by telex or telegram:

(a) If to the Department, addressed to:

or at such other address as the Department may from time to time designate by written notice to the Local Agency; and

(b) If to the Local Agency, addressed to:

or at such other address as the Agency may from time to time designate by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

EXHIBIT T
Traffic Signal Maintenance Agreement

Article 13.14 is expanded by the following:

The parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accord with Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD) as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Local Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's "Standard Specifications for Road and Bridge Construction."

5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.

7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Agency may make modifications in phasing of signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09-4 Engineering Study and Engineering Judgment of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

8. The Agency shall note of in the maintenance log any time and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not

EXHIBIT T
Traffic Signal Maintenance Agreement

limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto unless there is an existing agreement that provides the same requirements or until superceded by a Traffic Signal Mainenance and Compensation Agreement between the Department and the Agency.

EXHIBIT RL
Roadway Lighting Maintenance Agreement

1.
 - a. The Agency shall, at its sole cost and expense, maintain the existing or about to be installed Roadway Lighting System throughout its expected useful life unless and until this Exhibit is superceded by a State Highway Maintenance and Compensation Agreement.
 - b. In maintaining the Roadway Lighting System, the Agency shall perform all activities necessary to keep the Roadway Lighting System fully and properly functioning, with a minimum of 90% lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and the locating (both vertically and horizontally) of the Facilities as may be necessary.
 - c. All maintenance shall be in accordance with the provisions of the following:
 - (1) "Manual of Uniform Traffic Control Devices"; and
 - (2) All other applicable local, State or Federal laws, rules resolution or ordinances and Department procedures.
2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this Exhibit. The records shall be kept in such format as is approved by the Department.
4. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

 - a. Pursue a claim for damages suffered by the Department or the public.
 - b. Pursue any other remedies legally available.
 - c. As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency if the Agency fails to cure the non-performance within 14 calendar days after written noticed from the Department, however that advance notice and cure shall not be preconditions in the event of an emergency.

EXHIBIT RL
Roadway Lighting Maintenance Agreement

5. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this Exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

a. The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this Exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

b. Time is of the essence in the performance of all obligations under this Exhibit.

EXHIBIT D
ALTERNATIVE PAY METHOD

Article 6.00 is expanded by the following:

The Department will pay to the Agency, after receipt of an invoice, an amount equal to the invoice received by the Agency from the Agency's contractor(s) or consultant(s). All invoices received from the Agency shall clearly separate the cost to the contractor(s) or consultant(s) from the Agency's cost billed to the Department. All Agencies' costs invoiced must have been incurred by the Agency prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor(s) or consultant(s) invoice, to substantiate the cost on the invoice. The Agency must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s). Each monthly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Agency to the contractor(s) or consultant(s).

Date Advance Payment Approval
Received from FDOT Comptroller

State of Florida Department of Transportation
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJ MGT, RESEARCH & DEV OFC
OGC - 11/03
Page 1 of 12

FPN No. 2512711 Fund: _____ FLAIR Approp: _____
Federal No: _____ Org. Code: _____ FLAIR Obj.: _____
FPN No. _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org. Code: _____ FLAIR Obj.: _____
County No. _____ Contract No: _____ Vendor No.: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter called the Department, and City of Miami Beach
hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in NBRC 64th-75th Street and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) 1 are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ 841,000. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00 of this agreement.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five(5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five(5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133**.

If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.

Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
(Section 287.058(1)(c), Florida Statutes)

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400.
(Section 287.058(1)(b), Florida Statutes)

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect, by notice in writing, not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, this Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project, which under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein in 12.06; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within one hundred twenty (120) days after the completion of the project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of this Agreement.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and costs approved by the Department or upon the basis of terms and conditions

imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable federal and state regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all federal-aid contracts – 49 CFR 29)

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by executing this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person or entity is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements above, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the performance of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision in all contracts modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors, shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of the Agency or the locality during his tenure, or for two years thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired any such interest prior to the beginning of his tenure, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure, or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.07 Interest of Members of or Delegate to, Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval regarding the remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department.

13.09 Right of Way Certification: Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System, constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one dollar (\$1) will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Title:

By: _____
Title:

Attest: _____
Title:

Attest: : _____
Title:

As to form:

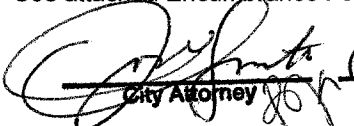
As to form:

Attorney

District Attorney

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

See attached Encumbrance Form for date of funding approval by Comptroller.



City Attorney Date 6/1/06

FPN NO. 2512711

EXHIBIT A
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

The City of Miami Beach

Dated

PROJECT LOCATION:

The project ☐ is ☒ is not on the National Highway System.

The project ☐ is ☒ is not on the State Highway System.

PROJECT DESCRIPTION:

The North Beach Recreational Corridor Project (NBRC) will create a multi-purpose public access corridor, within a public easement, which traverses along the western edge (upland side) of the sand dunes. The NBRC will be located immediately east of the oceanfront properties between 64th Street and 79th Street in the City. NBRC is a natural progression of pathways and parks for the City based on the success of Lummus Park at South Beach and the Beachwalk project extending to 21st Street. This corridor will serve as a connection to businesses, residential areas, schools, parks, and beaches to promote alternative transportation via bicycling or walking.

SPECIAL CONSIDERATION BY AGENCY:

SPECIAL CONSIDERATION BY DEPARTMENT:

AGENCY NAME & BILLING ADDRESS The City of Miami Beach Attn: Jordanna Rubin 1700 Convention Center Drive Miami Beach, FL 33139	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT EXHIBIT "B" SCHEDULE OF FUNDING	FPN. NO. 2512711
---	--	-------------------------

PROJECT DESCRIPTION

Name NBRC 64th St. to 75th St. Length 11 Blocks
 Termini 64th St. to 75th St., adjacent to the western edge of the sand dunes.

TYPE OF WORK by Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E.	2003-2004			
	2004-2005			
	2005-2006 <u>Permitting & A/E Services</u>	<u>311,595</u>	<u>311,595</u>	
	Total PE	\$0.00	\$0.00	\$0.00
Right-of-Way	2003-2004			
	2004-2005			
	2005-2006			
	Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00
Construction	2003-2004			
	2004-2005			
	2005-2006			
	2006-2007	<u>1,509,539</u>	<u>668,539</u>	<u>841,000</u>
	Total Contract Costs	\$0.00	\$0.00	\$0.00
Construction Engineering and Inspection				
	2003-2004			
	2004-2005			
	2005-2006			
	Total Construction Engineering	\$0.00	\$0.00	\$0.00
	Total Construction Cost	\$0.00	\$0.00	\$0.00
ESTIMATED TOTAL COST OF THE PROJECT		<u>1,821,134</u>	<u>980,134</u>	<u>841,000</u>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after 1st each fiscal year.
 The Department will notify the Agency, in writing, when funds are available.

EXHIBIT R
ADVANCE PROJECT REIMBURSEMENT

Article 2.02, second and third sentences are deleted and the following substituted:

This agreement shall continue in effect and be binding on all parties until the project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the Department.

Article 7.00, first sentence is deleted and the following substituted:

The Department agrees to reimburse the Local Agency in accordance with Section 339.12 of the Florida Statutes an amount not to exceed the total estimated cost specified in Article 3.01 beginning in the Department's Fiscal Year _____. If the funding is from the Federal Highway Administration (FHWA), the payment will be made in a lump sum in the year(s) the project is scheduled in the Department's Work Program as of the date of the agreement. If the FHWA funding is programmed in the Departments Adopted Work Program over a multi-year period, an annual amount equal to the amount programmed will be reimbursed in each of these years. If the project is for resurfacing, is estimated over two million dollars and is state funded, payments will be made in six equal quarterly payments beginning in the year the project was originally programmed. For all other state funded construction contracts estimated over two million dollars, payments will be made in ten equal quarterly payments beginning in the year the project was originally programmed. All payments will be made in accordance with Section 6.00 of the agreement.

If there is a required local match of non-federal share, the reimbursement will be reduced by the required amount.

The Department further agrees to request appropriation of said amounts from the Legislature prior to each fiscal year in question.

EXHIBIT L
Landscape Maintenance Agreement

Article 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 5 hereof, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards and procedures (Project Standards). Specifically, the Agency agrees to:

(a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

(b) Properly mulch plant beds;

(c) Keep the premises free of weeds;

(d) Mow and/or cut the grass to the proper length;

(e) Properly prune all plants which responsibility includes (I) removing dead or diseased parts of plants or (II) pruning such parts thereof which present a visual hazard for those using the roadway; and

(f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original "Project Standards."

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below "Project Standards" caused by the Agency's failure to maintain the same in accordance with the provisions of this paragraph. In the event any part or parts of the project, including plants, have to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to be not in conformance with the applicable project standards, the Department, in addition to its right of termination under paragraph 4 (a), may at its option perform any necessary maintenance without need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any or all of the project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent State road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60 day removal period, the Department will become the owner of the unremoved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the

4. This Agreement may be terminated under any one of the following conditions:

(a) By the Department, if the Agency fails to perform its duties under this Agreement following 15 days written notice.

(b) By either party following 60 calendar days written notice.

5. In the event this Agreement is terminated in accordance with Paragraph 4, the Agency shall have 60 days after the date upon which this Agreement is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60 day removal period portion of the project, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other

EXHIBIT L

Landscape Maintenance Agreement

agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This Agreement may not be assigned or transferred by the Agency in whole or in part without consent of the Department.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested or by telex or telegram:

(a) If to the Department, addressed to:

or at such other address as the Department may from time to time designate by written notice to the Local Agency; and

(b) If to the Local Agency, addressed to:

or at such other address as the Agency may from time to time designate by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

EXHIBIT T
Traffic Signal Maintenance Agreement

Article 13.14 is expanded by the following:

The parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accord with Part VI of the "Manual on Uniform Traffic Control Devices" (MUTCD) as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Local Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's "Standard Specifications for Road and Bridge Construction."

5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agrees with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.

6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.

7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Agency may make modifications in phasing of signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09-4 Engineering Study and Engineering Judgment of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

8. The Agency shall note of in the maintenance log any time and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not

EXHIBIT T
Traffic Signal Maintenance Agreement

limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto unless there is an existing agreement that provides the same requirements or until superceded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

EXHIBIT RL
Roadway Lighting Maintenance Agreement

1.
 - a. The Agency shall, at its sole cost and expense, maintain the existing or about to be installed Roadway Lighting System throughout its expected useful life unless and until this Exhibit is superceded by a State Highway Maintenance and Compensation Agreement.
 - b. In maintaining the Roadway Lighting System, the Agency shall perform all activities necessary to keep the Roadway Lighting System fully and properly functioning, with a minimum of 90% lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and the locating (both vertically and horizontally) of the Facilities as may be necessary.
 - c. All maintenance shall be in accordance with the provisions of the following:
 - (1) "Manual of Uniform Traffic Control Devices"; and
 - (2) All other applicable local, State or Federal laws, rules resolution or ordinances and Department procedures.
2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this Exhibit. The records shall be kept in such format as is approved by the Department.
4. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

 - a. Pursue a claim for damages suffered by the Department or the public.
 - b. Pursue any other remedies legally available.
 - c. As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency if the Agency fails to cure the non-performance within 14 calendar days after written noticed from the Department, however that advance notice and cure shall not be preconditions in the event of an emergency.

EXHIBIT RL
Roadway Lighting Maintenance Agreement

5. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this Exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

a. The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this Exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

b. Time is of the essence in the performance of all obligations under this Exhibit.

EXHIBIT D
ALTERNATIVE PAY METHOD

Article 6.00 is expanded by the following:

The Department will pay to the Agency, after receipt of an invoice, an amount equal to the invoice received by the Agency from the Agency's contractor(s) or consultant(s). All invoices received from the Agency shall clearly separate the cost to the contractor(s) or consultant(s) from the Agency's cost billed to the Department. All Agencies' costs invoiced must have been incurred by the Agency prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor(s) or consultant(s) invoice, to substantiate the cost on the invoice. The Agency must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s). Each monthly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Agency to the contractor(s) or consultant(s).

Date Advance Payment Approval
Received from FDOT Comptroller

Condensed Title:

Resolution approving a third amendment to the Second Amended and Restated/Consolidated Lease Agreement between the City and the Miami Beach Jewish Community Center, Inc. (JCC)

Key Intended Outcome Supported:

Increase satisfaction with recreational programs.

Issue:

Should the Mayor and the City Commission approve the third amendment to the lease?

Item Summary/Recommendation:

The City and the JCC are proposing a third amendment to that Second Amended and Restated/Consolidated Lease Agreement to extend the time periods for the JCC to submit plans for the design of the proposed improvements to the Property and to obtain a final building permit for the proposed improvements.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving the third amendment to the lease agreement.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

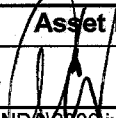
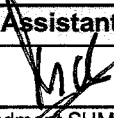
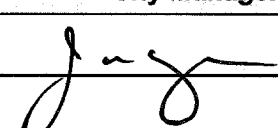
OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Ana Cecilia Velasco, Asset Manager x6727

Sign-Offs:

Asset Manager	Assistant City Manager	City Manager
ACV 	TH 	

T:\AGENDA\2006\jun0706\Regular\JCC3rdAmendment.SUM.doc



MIAMIBEACH

AGENDA ITEM

C7R

DATE

6-7-06



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED/CONSOLIDATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH JEWISH COMMUNITY CENTER, INC. (JCC), FOR A PARCEL OF LAND AND FACILITIES LOCATED AT 4221 - 4229 PINE TREE DRIVE, MIAMI BEACH, FLORIDA, AMENDING THE AGREEMENT TO EXTEND THE TIME PERIODS FOR THE JCC TO SUBMIT PLANS FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS TO THE PROPERTY; OBTAIN A FINAL BUILDING PERMIT FOR THE PROPOSED IMPROVEMENTS; AND SUCH OTHER CHANGES AS MAY BE APPROVED BY THE CITY COMMISSION SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Original Lease:

On June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc., City property at 4221 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida. (Resolution 81-16678).

Lease, as Amended and Extended:

The lease was amended and extended on three occasions, such that the lease term extended through to October 31, 2015, with two additional ten-year options, and was assigned to Miami Beach Jewish Community Center, Inc., a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226).

Amended and Restated/Consolidated Lease:

On July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement, subject to referendum (subsequently approved by voters at a November 7, 2000, Special Election), which incorporated the following:

1. Term was extended for 99 years, to 2099.
2. Permitted uses would include recreational, cultural, educational, social service and minor and incidental religious uses.

3. Provided for payment of fair market value and appraisal methodology for the area to be used for religious services and use fees for expanded religious uses limited to a maximum of 10 holidays per year.
4. Set forth construction parameters, specifically addressing review requirements (including Design Review Board review and approval), construction commencement and completion deadlines, and required a minimum initial investment of \$2 million in improvements for which a building permit must be issued within five (5) years from the commencement of the Lease, subject to reasonable extensions.
5. Construction which was previously restricted to two (2) lots would be permitted on all three (3) lots, in accordance with the concept plan.
6. In the event the required referendum failed, the lease would revert to the previously existing lease term.
7. JCC agreed to indemnify, defend and hold the City harmless in the event of challenges to the lease and referendum.
8. By separate agreement, the JCC agreed to hold harmless, indemnify and defend the City from challenges related to the Lease and referendum, from the time of the adoption of the subject resolutions, and reimburse the City for all costs associated with the referendum.

The referendum appeared on the November 7, 2000 ballot, and was approved by the respective voters.

First Amendment to the Amended and Restated/Consolidated Lease:

The JCC formally requested that the City consider amending the Lease Agreement by modifying Section 15.5 thereof by extending, by a one (1) year period, the date by which the JCC must apply for DRB approval. On October 13, 2003, the Mayor and City Commission adopted Resolution No. 2003-25363, extending the previously existing deadline for submission to the DRB, from November 8, 2003 to November 8, 2004, in order to allow the JCC sufficient time to secure the necessary financial backing to ensure that the proffered plan may be fully developed. Said Resolution also served to amend and clarify that section of the Lease that defines the "Commencement Date", which had not been previously filled-in in the Agreement, establishing the Commencement Date as November 8, 2000 (the day after the referendum that approved the Lease).

Second Amendment to the Amended and Restated/Consolidated Lease:

The City and JCC entered into a Second Amendment to the Amended and Restated/Consolidated Lease (Resolution 2004-25720) on October 13, 2004, extending the time periods for the JCC to apply to the City's Design Review Board, submit plans for the construction of the proposed improvements to the Property, to obtain building permits and to complete construction of the proposed improvements, and amending other provisions of the Agreement as were appropriate under the circumstances as follows:

SEE TABLE ON NEXT PAGE

Note: Calculated outside dates in (parentheses)				
Para	Item Description	Original (calculated outside dates in parentheses)	Adjusted 2003	Adjusted 2004
2.1	Commencement Date	11/08/00	Same	Same
15.4	City Proprietary Review (Preliminary Plans)	Three (3) years from Commencement Date. (11/08/03)	Same	02/08/05
15.5	DRB submittal (Preliminary Plans)	Three (3) years from Commencement Date. (11/08/03)	11/08/04	05/06/05
15.7	City Proprietary Review (Construction Plans)	Twelve (12) months from DRB approval, no later than five (5) years from Commencement Date, extended by appeals. (11/08/05)	Same	Within twelve (12) months from DRB approval, extended by third party appeals only.
15.8	Obtain Building Permits	Five (5) years from Commencement Date. (11/08/05)	Same	Six (6) years from Commenceme nt Date. (11/08/06)
15.11	Construction Commencement	Sixty (60) days after all permits and approvals are issued, no later than five (5) years from Commencement Date. (11/08/05)	Same	Sixty (60) days after all permits and approvals are issued. (01/07/07)
15.12	Construction Completion	Two (2) years from issuance of full Building Permit. (11/08/07)	Same	Same (11/08/08)

Proposed Third Lease Amendment to the Amended and Restated/Consolidated
Lease:

While the JCC has secured Design Review Board approval for its new design, changes to the internal layout and program of the proposed buildings have delayed the completion of the construction drawings. The redesign of the internal layout of the buildings has made it impossible for the JCC to comply with the Lease's deadlines related to the submittal of construction plans to the City Manager and the obtaining of a final building permit.

Therefore, the JCC has proposed certain modifications to Paragraphs 15.7 and 15.8, of the Second Amended and Restated/Consolidated Lease Agreement, to address the above circumstances, as follows:

15.7	City Proprietary Review (Construction Plans)	Twelve months from DRB approval (6/21/2006)	Proposed sixteen months from DRB approval (10/15/06)
15.8	Obtain Building Permits	Six years from the commencement date (11/8/2006)	Six years and three months from the commencement date (2/5/2007)

The City Administration recommends that the Mayor and City Commission approve the proposed amendments to the Second Amended and Restated/Consolidated Lease Agreement by and between the City of Miami Beach and the Miami Beach Jewish Community Center, Inc. (JCC), for a parcel of land and facilities located at 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, amending the Agreement to extend the time periods for the JCC to submit plans for the construction of the proposed improvements to the Property;

Commission Memorandum - JCC Third Amendment

June 7, 2006

Page 4 of 4

obtain a final building permit for the proposed improvements; and such other changes as may be approved by the City Commission subject to final review and approval by the City Manager and City Attorney.

JMG:TH:ACV:rlr

T:\AGENDA\2006\jun0706\Regular\JCC3rdAmendment.MEM.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THAT CERTAIN AMENDED AND RESTATED/CONSOLIDATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MIAMI BEACH AND THE MIAMI BEACH JEWISH COMMUNITY CENTER, INC. (JCC), FOR A PARCEL OF LAND AND FACILITIES LOCATED AT 4221 - 4229 PINE TREE DRIVE, MIAMI BEACH, FLORIDA, AMENDING THE AGREEMENT TO EXTEND THE TIME PERIODS FOR THE JCC TO SUBMIT PLANS FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS TO THE PROPERTY; OBTAIN A FINAL BUILDING PERMIT FOR THE PROPOSED IMPROVEMENTS; AND SUCH OTHER CHANGES AS MAY BE APPROVED BY THE CITY COMMISSION SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY

WHEREAS, on June 3, 1981 the City first leased to the Jewish Community Centers of South Florida, Inc. (JCCSF), City-owned property located at 4221 - 4229 Pine Tree Drive, also known as lots 5, 6 and 7 of Flamingo Bay Subdivision, as recorded in Plat Book 6 at Page 101 of the public records of Miami-Dade County, Florida ("Property") (Resolution 81-16678); and

WHEREAS, JCCFS's lease was amended and extended on three occasions, such that the lease term was extended through October 31, 2015, with two additional ten-year options, and was assigned to Miami Beach Jewish Community Center, Inc. ("JCC"), a not-for-profit corporation (Resolutions 84-17863, 85-18280, and 88-19226); and

WHEREAS, on July 12, 2000, the Mayor and City Commission adopted Resolution No. 2000-23994 approving an Amended and Restated/Consolidated Lease Agreement ("Lease") with the JCC for the Property, subject to referendum, which was duly held and approved, which included provisions in Lease Paragraphs 15.4 and 15.5 that the JCC present Preliminary Plans and Specifications to the City, and make application to the City's Design Review Board ("DRB") for review and approval of same, no later than "three years from the Commencement Date" of the Lease, which was November 8, 2003; and

WHEREAS, the City and JCC entered into a First Amendment to the Amended and Restated/Consolidated Lease (Resolution 2003-25363) on October 15, 2003, extending certain dates as provided for therein; and

WHEREAS, the City and JCC entered into a Second Amendment to the Amended and Restated/Consolidated Lease (Resolution 2004-25720) on October 13, 2004, extending the time periods for the JCC to apply to the City's Design Review Board, submit plans for the construction of the proposed improvements to the Property, to obtain building

permits and to complete construction of the proposed improvements, and amending other provisions of the Agreement as were appropriate under the circumstances; and

WHEREAS, while the JCC has secured Design Review Board approval for its new design, changes to the internal layout and program of the proposed buildings have delayed the completion of the construction drawings; and

WHEREAS, the redesign of the internal layout of the buildings has made it impossible for the JCC to comply with the Lease's deadlines related to the submittal of construction plans to the City Manager and the obtaining of a final building permit; and

WHEREAS, the JCC has proposed certain modifications to Paragraphs 15.7 and 15.8, of the Second Amended and Restated/Consolidated Lease Agreement, to address the above circumstances; and

WHEREAS, the City Administration recommends that the Mayor and City Commission approve the proposed amendments to the Second Amended and Restated/Consolidated Lease Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission authorize the Mayor and City Clerk to execute a third amendment to that certain Amended and Restated/Consolidated Lease Agreement by and between the City of Miami Beach and the Miami Beach Jewish Community Center, Inc. (JCC), for a parcel of land and facilities located at 4221 - 4229 Pine Tree Drive, Miami Beach, Florida, amending the Agreement to extend the time periods for the JCC to submit plans for the construction of the proposed improvements to the Property; obtain a final building permit for the proposed improvements; and such other changes as may be approved by the City Commission subject to final review and approval by the City Manager and City Attorney.

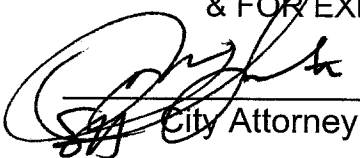
PASSED and ADOPTED this _____ day of _____, 2006.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/2/06

Date

F:\DDHP\ALL\ASSET\JCC\JCC3RDAMENDMENT.RES.DOC

Condensed Title:

Resolution approving a lease agreement between the City and Palm Court at 23rd Street, Ltd., for the purpose of relocating the Parking Department during construction of the new facility on Meridian Avenue adjacent to City Hall.

Key Intended Outcome Supported:

Ensure well-maintained facilities.

Issue:

Should the City of Miami Beach enter into a lease agreement with Palm Court at 23rd Street?

Item Summary/Recommendation:

The City's Department of Public Works has undertaken the restoration of Old City Hall which has uncovered significant infiltration of water, which damaged the structural frame of the building. The resulting construction necessitates that the City Parking Department be moved. With no vacant property available the City must lease property. Available properties were analyzed taking into consideration square footage, build-out costs, and accessibility to the public.

The submitted lease is for a two year term to accommodate the construction of the new Parking Department facilities on Meridian Avenue adjacent to City Hall which will eventually house the Parking Department.

The Administration recommends that the Mayor and City Commission adopt the Resolution approving the lease agreement allowing for the relocation of the Parking Department.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div> OBPI	1	\$89,125	480 0461 000 323	
	2	\$70,000	674 480 0461 000 676	
	3			
	4			
	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Ana Cecilia Velasco, Asset Manager x 6727

Sign-Offs:

Department Director	Assistant City Manager	City Manager
ACV 		 for JMG

T:\AGENDA\2006\jun0706\consent\PalmCourt.Lease.SUM.doc





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager *JMG for*

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, AS TENANT, AND PALM COURT AT 23RD STREET, LTD., AS LANDLORD, IN THE MONTHLY AMOUNT OF SEVENTEEN THOUSAND EIGHT HUNDRED AND TWENTY FIVE (\$17,825.00) DOLLARS FOR THE PROPERTY LOCATED AT 309 23RD STREET, MIAMI BEACH, FLORIDA, TO BE USED BY THE CITY FOR CERTAIN PARKING DEPARTMENT OPERATIONS, FOR A TWO (2) YEAR TERM, COMMENCING ON JULY 1, 2006, AND ENDING ON JUNE 31, 2008, DURING WHICH TIME DEVELOPMENT OF ALTERNATE FACILITIES TO RELOCATE THE PARKING DEPARTMENT OPERATIONS SHALL BE CONSIDERED; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID LEASE AGREEMENT IN ADDITION TO THE RENT, PROVIDING FOR ADDITIONAL BUILD-OUT COSTS NOT TO EXCEED \$70,000 FOR A COIN ROOM AND CUSTOMER SERVICE AREA**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City has undertaken the restoration of Old City Hall which was to initially address exterior renovation and the replacement of windows. After the contractor began the project, significant infiltration of water, which damaged the structural frame of the building, was found to have occurred. In order to address these issues measures were taken to support beams and columns by placing scaffolding underneath, which has caused an impact on tenants. Tenants were notified of the need to vacate and the City assisted the County Clerk's Office in relocating to the old City Library on Washington, Avenue with the Court functions being moved to the County facilities. They will return to the Historic City Hall upon completion of the renovations. The Parking Department must be moved to a location that requires leased property as the City does not currently have any available resource to accommodate the department. The structural damage to Old City Hall was an unforeseen condition until after inception of the demolition. The urgency for this move is based on the contractor being at a stand still until accessibility can be given to complete the project. This lease is for a two year

term which may be extended as needed to accommodate the construction of the new Parking Department facilities on Meridian Avenue adjacent to City Hall.

Of the available properties for lease in the City, four were deemed to meet the needs of the Department (exhibit 1), each property requires the build-out of the coin room and cashier stations. Following please find the listing of the properties and the rationale determining the selected property:

309 23rd Street (Palm Court)

– There is 5,700 square feet available on the second floor and 1,200 square feet available on the first floor for the coin room. The gross rent was negotiated at \$31 per square foot. The second floor is completely furnished and cabled and is in turn-key condition with the exception of the reception and cashier stations. There is City and on-street parking available for employees and customers. In addition, there is available space that could potentially house portions of the Fire Department during the construction phase of the historic building. The City has recently developed this area as a part of the City Center RDA, with the Ballet, the Bass Museum, and the New Library Building. By locating a City Department here, it will further bring the public to this area of focus.

1620 Washington Avenue

– There is 7,320 square feet available in this building on the ground floor retail. The primary concerns were the cost was \$50+10, almost double the selected property and the space was raw and would require complete build-out.

1688 Meridian Avenue

– There is 9,458 square feet available located on the top floor and is furnished. The primary concerns were the five year mandatory contract which serves as a liability to the City and the excess of 2,000 square feet. The cost per square foot was priced higher than the selected property.

1691 Michigan Avenue

– There is 7,000 square feet available on this property. The primary concern was that the space required complete build-out which made it prohibitive although the cost per square foot was competitive.

1801 Bay Road

– There is 6,800 square feet available on this property. The primary concern was due to the lack of available parking the City would be required to enter into additional rental of 16,000 square foot of parking in order to address the additional vehicular traffic to this area, although the cost per square foot for the property was competitive.

The Lease Agreement, as negotiated, includes the following additional terms and conditions (Term Sheet attached as Exhibit 2):

- **BASE RENT:**
The City of Miami Beach will pay an annual Base Rent for the Demised Premises in the amount of \$14,375 per month.

- **TENANT RESPONSIBILITIES FOR UTILITIES:**

The City of Miami Beach will pay charges for water and sewer for the first floor, cable, internet, and telephone service provided to the facility including, without limitation, all hookup fees and impact fees. These fees are currently being incurred by the City in the Parking Department's present location.

- **IMPROVEMENTS:**

At the City's expense the Landlord will make improvements that will accommodate the need of the Parking Department to secure a coin room for revenue collected and accommodate secure cashier stations and shall secure no less than two written bids from certified contractors. These improvements are not to exceed \$50,000 for the first floor coin room and \$20,000 for the second floor reception and four cashier stations; the cost is commensurate with industry standards.

JMG/TH/ACV/mis

T:\AGENDA\2006\jun0706\consent\PalmCourt.Lease.MEM.doc

Exhibit 1
Asset Management

Property	Palm Court 309 23rd Street	Cejas Building 1620 Washington Ave	Terranova Building 1688 Meridian Ave	The Lincoln 1691 Michigan Ave	Feing Property 1801 Bay Road
Available Sq. Ft.	6,900	7,320	9,458	7,000	6,800
Term	2 +	2 + 1	5	3	2
Cost PSF	\$31.00	\$60.00 (\$50+\$10)	\$35.00	\$29 - \$34	\$23.06 * Inc parking factor
Monthly Rent	\$17,825.00	\$36,600	\$27,585.83	\$16,917 - \$19,834	\$13,067.33
Annual Rent	\$213,900.00	\$439,200	\$331,030	\$203,000-\$238,000	\$156,808
Build Out Required	coin/cashier	total	coin/cashier	total	ada bathrooms, offices, coin/cashier, parking
Build Out Estimate	\$67,500.00	\$439,200.00	\$22,500.00	\$315,000.00	\$130,000.00
Actual Cost PSF including Build Out	\$35.89	\$90.00	\$36.19 based on 5 yrs	\$44.00 - \$49.00	\$36.61**
Notes	Cost PSF is gross including Op Exp 2nd yr Op Exp increased proportionate to leased space	Base rent \$50.00 PSF. Cam add \$10.00 PSF. CAM does not incl Elec & Water. Base Rent incr 3% annually CAM is increased proportionate to Landlord expenses.	All CAM included in 1st year. Base Rent increased annually by CPI CAM is increased proportionate to Landlord expenses.	CAM included in 1st year CAM does not incl Elec Base Rent increases 4% annually. CAM is increased proportionate to Landlord expenses.	*parking rent 2 yrs 16,000 sqft x \$3.00 ** 2005 R.E. Taxes = \$27,207.53 yrlly / \$2267.29 monthly/\$4 sq ft Tenant responsible for maintenance, utilities and taxes.

MEMORANDUM OF LEASE
CONSTRUCTION

Tenant Name: City of Miami Beach

Principal Contract: Tim Hemstreet – City Manager’s office
Ana Cecilia Velasco – Asset Manager

Landlord: Palm Court at 23rd Street, Ltd.
Palm Court Inc. (general partner)

Landlord Contact: Ron Bloomberg

Building Address: 309 23rd Street, Miami Beach, FL

Premises/Size: 2nd Floor: Suite#200
1st Floor: Suite#150 (aka 317 23rd Street)

Premises Condition: Suite 200 consists of fully built-out office suite complete with 5 large private offices, a reception area, two storage/HVAC areas, a private bathroom, kitchen/file area, telecommunications/electrical room areas, open floor plan areas with painted drywall subdivisions, etc. The space cooled by 5 separate HVAC units having in excess of 22 tons of air handling capacity. There are over 600 AMPS of electrical service in four separate electrical panels and the entire space is completely pre-wired for with CAT 5E hi-speed telecom wiring with over 100 quadraplex telecom ports throughout the entire premises. The space is considered to be in excellent conditions.

Suite 150 requires a complete build-out the costs of which will be addressed below.

Tenant Work: Tenant shall NOT be permitted to alter any portion of either premises without the landlord’s express written consent, not to be unreasonably withheld.

Space Size:

2 nd Floor: Suite#200	5,700 rentable square feet
<u>1st Floor: Suite#150 (aka 317 23rd Street)</u>	<u>1,200 rentable square feet</u>
Total:	6,900 rentable square feet

The measurement of space includes a blended common area factor ratio of approximately 18%.

Lease Term: 2 years

Commencement: Second floor area: July 1, 2006
First Floor area: September 1, 2006 (projected)

Use/Concept: Second floor – General Business Offices for City of Miami Beach parking department.

First floor – parking department meter lock-up and storage area.

Renewal Options: Landlord is flexible to month-to-month extensions.

Rent: All rent quoted is gross;

First and Second Floors: Year 1: \$31.00 psf \$17,825 per month
Year 2: \$31.00 psf \$17,825 per month

Operating Expenses: Tenant shall be responsible for its direct proportionate share of increased building operating expenses, if any, for the second lease year.

Build-out Cost: It is anticipated that the gross costs to conduct a “plain vanilla” build-out of the first floor will run approximately \$50,000. The projected cost break down is contained in Exhibit “B” attached hereto. It is expected that upon lease execution, the Tenant shall deposit into escrow the entire \$50,000 amount. The Landlord shall build the premises with its own funds and upon completion and delivery to tenant, will seek a release of the funds being held in escrow as a reimbursement. Prior to Landlord’s commencing any build out of space, landlord shall secure no less than two written bids from certified contractors. If after subtracting all “soft costs” from the overall budget, the bids are in excess of the remaining balance of said \$50,000, Tenant shall be required to fund into escrow that amount required to complete the construction costs. Any savings in costs to complete the job will be passed on to Tenant.

Security Deposit: Two months the gross Rent or \$35,650.00.

Guaranty: All rent due during the term of the lease, and the maintenance of the premises by Tenant shall be guaranteed by the City of Miami Beach;

Utilities: Electric: Florida Power and Light: Each space shall be separately metered. Accordingly, Tenant shall have all FPL accounts transferred into the name of Tenant and Tenant shall be responsible for its own electrical consumption.

Water and Sewer: City of Miami Beach: Water and sewer service is included on the second floor space. However, the first floor will require its own direct connection for domestic water and accordingly, a separate water and sewer account will need to be established for this first floor space. It is expected the Tenant will be responsible for the costs associated with water and sewer for the first floor.

Cleaning/Trash: Basic office cleaning and trash removal will be provided five days per week for the second floor space. Due to the security issues surrounding the first floor space and the fact that the Landlord’s cleaning company shall not have keys nor access to the first floor premises, it is expected that Tenant shall be responsible for the clean-up and trash removal for this space.

Hours of Operation: Hours of operation are to be determined by tenant. In general, the building hours of operation shall be M-F 7:00 AM to 7:00 PM and SAT and SUN 8:00 AM to 6:00 PM.

Assignment: Tenant shall NOT have the right to sublet or assign its space.

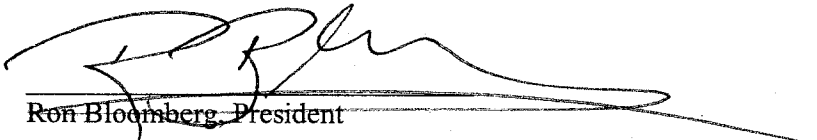
Broker: There are no brokers involved with this transaction other than Landlord's agent Centaur Realty Organization, Inc. Landlord is responsible for all brokers commissions.

Binding Effect: This letter of intent shall be deemed non-binding upon the parties effectuating it. This document is strictly designed as a precursor to a comprehensive lease agreement intended to be executed between the parties.

Time of Essence: Timing is deemed of the essence in connection with signing this letter of intent.

The conditioned set forth herein are agreed to and accepted this ____ day of June 2006.

LANDLORD
Palm Court at 23rd Street, Ltd.
Palm Court, Inc.



Ron Bloomberg, President

TENANT:
City of Miami Beach

By: _____

RESOLUTION TO BE SUBMITTED

Condensed Title:

Accept the City Manager's Recommendation Pertaining to the Ranking of Proposals, Pursuant to Request for Proposals No. 33-04/05, For Services to Administer and Implement a Post Retirement Health Investment Program.

Key Intended Outcome Supported:

Attract and maintain a quality workforce.

Issue:

Shall the City Commission approve the City Manager's recommendation to accept the ranking of proposals, authorize negotiations, and authorize the execution of a contract(s) upon successful negotiations?

Item Summary/Recommendation:

On July 6, 2005, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 33-04/05, to obtain proposals from professional/qualified firms that will provide complete administration and implementation of a Post Retirement Health Plan that permits employees to contribute a portion of their leave settlement, at time of separation, to pay for future health related expenses using pre-tax dollars.

The City Manager via Letter to Commission (LTC) No. 211-2005, appointed an Evaluation Committee ("the Committee") that convened on October 17, 2005 to listen to presentations from ICMA-RC and Nationwide, with a Question and Answer session following each presentation. At the conclusion of the presentations and Question and Answer sessions, the Committee expressed their concerns as to the differences of the two (2) proposals presented, and whether they meet IRS guidelines/law.

On May 30, 2006, the Committee reconvened. The City's Human Resource and Risk Management Director briefed the Committee on the actions taken by the Administration since the last meeting, whereby the City met with Gallagher and requested they draft on behalf of the City, an IRS Letter of Determination based on the City's desired plan design. Once IRS provides the Letter of Determination, the recommended firm(s) would then administer the approved plan. The IRS Letter of Determination will take approximately eight (8) months before the City receives their "ruling".

Based on these actions taken by the Administration, the pending status of the IRS Letter of Determination, and the fact that the City has an excellent long term business relationship with both ICMA-RC and Nationwide, the Evaluation Committee unanimously recommends that the City authorize the Administration to enter into negotiations with both ICMA-RC and Nationwide.

ADOPT THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
1			
2			
3			
4			
Total			

OBPI

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Gus Lopez, ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL <i>[Signature]</i> MDB <i>[Signature]</i>	RI <i>[Signature]</i>	JMG <i>[Signature]</i>

T:\AGENDA\2006\jun0706\consent\PostRetirementHealthInvestmentProgram - Summary.doc



MIAMIBEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor David Dermer and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager 

DATE: June 7, 2006

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 33-04/05, FOR SERVICES TO ADMINISTER AND IMPLEMENT A POST RETIREMENT HEALTH INVESTMENT PROGRAM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ICMA RETIREMENT CORPORATION (ICMA-RC) AND NATIONWIDE RETIREMENT SOLUTIONS (NATIONWIDE); AND FURTHER AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE CONTRACTS UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach recognizes that the costs associated with health insurance after retirement can be a significant financial burden. Recent changes in the federal tax laws now permit the implementation of certain plans that may assist the retired employee in handling some of these costs.

These plans would offer retiring employees an investment plan that helps them build assets that are then used to pay for healthcare premiums, co-payments, deductibles, prescriptions, etc. The investment plan is funded with pre-tax dollars, the investment of the funds is directed solely by the employee (in funds approved by the selected Firm(s)), and funds are still tax free when used for IRS approved health related expenses; and may be transferred to a beneficiary at time of death.

The investment plan would be funded by the employee using accrued annual and sick leave, to the maximum amount allowed that is available for payout at separation from the City.

ANALYSIS (Cont.)

SCOPE OF SERVICES

The City of Miami Beach requested proposals to offer full administrative and investment services, including implementation of a Post Retirement Health Plan (the "Plan") that permits employees in specified groups to invest portions of their annual and sick leave at time of termination into such a plan on a pre-tax basis.

1. The proposed plan will have a Post Retirement Health Plan Document with a favorable determination letter from the Internal Revenue Service (IRS) that may be adopted by the City.
2. Eligibility will be determined by the City, initially it will be offered to full time eligible employees not covered by a bargaining unit. Subject to collective bargaining, other groups may become eligible for participation.
3. The Firm(s) will provide services that include, but are not limited to: employee communications, full service recordkeeping, education, enrollment, and investment services.
4. Services provided will closely resemble the administrative and investment services currently being provided on behalf of the City's other 401(a) and 457 (b) retirement plans.
5. Provide all related education information, including brochures, enrollment materials and an 800 number for employees to call with questions.
6. Review and/or assist writing Agreements/policies purchased by the City to assure their accuracy and appropriateness.
7. Provide an annual report summarizing use of the Plan, including contribution amounts by employees.
8. Provide utilization reports on an annual basis or as requested by the City.
9. Interpret and explain related regulations, respond to inquiries from City benefit staff.
10. The selected Firm(s) will allow the participants in the Plan the ability to direct the investment of their current and future contributions; changes to both amounts must be allowed at least daily.
11. It is anticipated that the City will execute an Agreement with a Firm(s) for a five (5) year period with options to renew the term on a year-to-year basis at the City's discretion, for an unlimited term.
12. The selected Firm(s) will accept fiduciary responsibility for the Plan assets which come into its custody.
13. Any other services that may be needed relative to the Plan.

ANALYSIS (Cont.)

MINIMUM REQUIREMENTS / QUALIFICATIONS:

- 1) The selected Firm(s) will offer full administrative and investments services for the City of Miami Beach's Post Retirement Health Plan.
- 2) The Firm must be properly licensed to offer this type of service. The selected Firm(s) shall not have filed for bankruptcy within the last seven (7) years of the due date of the RFP.
- 3) The selected Firm(s) shall have a minimum "A" rating from Standard & Poor or Moody's as of the due date of this RFP, if the company has a rating by either of these agencies. If the selected Firm(s) has no such rating because it is a not-for-profit entity or it is a non-stock organization and it has no long-term debt, then the selected Firm(s) shall submit audited financials showing a strong financial position, including strong asset to liability ratio, to be determined by the City.
- 4) The selected Firm(s) has at least ten (10) years of continuous 401(a) plan administration and investment experience prior to the due date of this RFP.
- 5) The selected Firm(s) has at least two (2) years of continuous Post Retirement Health Plan administration and investment experience prior to the due date of this RFP.
- 6) The selected Firm(s) shall submit a template Post-Retirement Health Retirement Account Plan document that may be adopted by the City which confirms with the IRS guidelines set forth in the following documents:
 - a) IRS Notice 2002-45
 - b) IRS Revenue Ruling 2002-41
 - c) IRS Revenue Ruling 2005-24
- 7) Minimum Insurance Coverage-the Firm(s) must agree to maintain in force, at all times during which services are to be performed for The City of Miami Beach, Professional Liability insurance with limits of coverage no less than \$1,000,000; General Liability Coverage with limits of coverage no less than \$1,000,000; and Workers Compensation if required by Statute.
- 8) The selected Firm(s) will allow the participants in the Plan the ability to direct the investment of their current and future contributions; changes to both amounts must be allowed at least daily.

On July 6, 2005, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 33-04/05, to obtain proposals from professional/qualified firms that will provide complete administration and implementation of a Post Retirement Health Plan that permits employees to contribute a portion of their leave settlement, at time of separation, to pay for future health related expenses using pre-tax dollars.

ANALYSIS (Cont.)

RFQ No. 33-04/05 was issued on July 13, 2005 with an opening date of August 24, 2005. A pre-proposal submission meeting to provide information to prospective firms was held on August 3, 2005. BidNet issued bid notices to 46 prospective proposers, resulting in 6 proposers requesting the RFP document, which resulted in the receipt of the following two (2) proposals from:

- ICMA-Retirement Corporation (RC)
- Nationwide Retirement Solutions

The City Manager via Letter to Commission (LTC) No. 211-2005, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Javier Nunez, Property Owner, Partner with RSM McGladrey, Inc. (Chair);
- Marsha Behr, Miami Dade County Risk Manager;
- Vivian Guzman, Neighborhood Services Director, City of Miami Beach;
- Sue Radig, Human Resources Administrator, City of Miami Beach;
- Orlando Alvarez, Mercy Hospital Vice President of Marketing and Development, and Personnel Board Chairperson.

Prior to the October 17, 2005 initial Committee meeting, committee member Vivian Guzman was replaced by Jorge Gomez, Planning Director City of Miami Beach. The Committee was provided information on the scope of services by Mayra Diaz Buttacavoli, Human Resources and Risk Management Director, City of Miami Beach, and staff from the Procurement Division.

Both firms that submitted proposals provided a presentation relative to their proposal submittal, with a Question and Answer session following each presentation.

Additionally, the Committee discussed the following Evaluation Criteria, which was used to evaluate and rank the Firms proposals:

- A. Specific Expertise regarding the Scope of the Project (25 points);
- B. Experience and qualifications of the Proposer in Administering a Post Retirement Health Plan (20 points);
- C. References (25 points);
- D. Cost to employees for Administration Fees and Investment Fees (30 points)

At the conclusion of the presentations and Question and Answer sessions, the Committee expressed their concerns as to the differences of the two (2) proposals presented. Because the plan submitted/presented by ICMA-RC is a better plan for both the employer and retiree than Nationwide's plan, the Committee raised concerns as to whether ICMA-RC's plan meets IRS guidelines/law.

ANALYSIS (Cont.)

ICMA-RC presented their VantageCare Retirement Health Savings (HRS) Program that is very flexible in that it allows for reimbursement of all participant costs related health care for the retiree and their dependents, whereby Nationwide Retirement Solutions presented their Post Employment Health Plan (PEHP) that was very restrictive in that it allowed either for reimbursement of plan premiums when employer dollars were contributed or limited health care costs when employee dollars were contributed, which was contrary to the ICMA-RC Plan.

Another difference in the two (2) plans has to do with Survivor/Beneficiary Benefits. The ICMA-RC plan allows after the retiree's death, the remaining assets may be used by the surviving spouse and dependents for medical expenses, tax-free. If there is no surviving spouse or dependents, a designated beneficiary may use the assets for medical expenses, which are taxable. The Nationwide plan limits the retiree to designate qualified dependents, those who are claimed as dependents for federal income tax purposes in the year the qualifying expense is incurred, and upon retiree's death, the remaining assets of a participant with no spouse or other qualified dependents are reallocated to the accounts of current participants within the same group plan.

Based on the conflicting information provided by the two (2) Firms, the Committee recommended that the Administration receive a legal opinion prior to reconvening, so that they could utilize the legal opinion as a basis to accurately evaluate the two (2) proposals. The decision was made to have the City utilize the Agreement executed with Arthur J. Gallagher, Co., ("Gallagher") the City's broker for Group Employee Benefits to draft on behalf of the City, an IRS Letter of Determination based on the City's desired plan design.

On May 30, 2006, the Committee reconvened. Committee member Orlando Alvarez was replaced by Vivian Guzman, Neighborhood Services Director, City of Miami Beach, who then during the meeting, recused herself from the Committee based on the fact she was not present when the two (2) Firms gave their presentations to the Committee on October 17, 2005.

The City's Human Resource and Risk Management Director briefed the Committee on the actions taken by the Administration since the last meeting, whereby the City met with Gallagher and requested they draft on behalf of the City, an IRS Letter of Determination based on the City's desired plan design. Once IRS provides the Letter of Determination, the recommended firm(s) would then administer the approved plan. The IRS Letter of Determination may take approximately up to eight (8) months before the City receives their "ruling".

Based on these actions taken by the Administration, the pending status of the IRS Letter of Determination, and the fact that the City has an excellent long term business relationship with both ICMA-RC and Nationwide, relative to the administration and investment management services of the City's 401(a) and 457 (b) plans, the Evaluation Committee unanimously recommends that the City authorize the Administration to enter into negotiations with both ICMA-RC and Nationwide.

ANALYSIS (Cont.)

Should negotiations become successful with both firms, this would give the retiree/participant the option to choose between the two firms, just as the participants have this same option for either their 401(a) and/or 457(b) plans.

ICMA-RC:

ICMA-RC has been providing administration and investment management services of retirement savings plans since 1972. They have also administered and managed the City's 401 (a) and 457 (b) plans for over ten (10) years. As of July 30, 2005, ICMA-RC administers 492 RHS plans with over 20,000 participants and over \$100 million in assets.

ICMA-RC began administering the Retirement Health Savings (RHS) plan in 2000. They currently provide the RHS plan to the following State of Florida employers:

- City of North Miami Beach
- Pinellas County
- City of Delray Beach
- Town of Palm Beach
- City of Coral Gables FOP
- City of Boca Raton
- City of Palm Bay
- City of Port St. Lucie
- Village of Pinecrest
- City of Gainesville

FEES:

ICMA-RC has proposed a quarterly account fee of \$7.50 which will be charged to each participants account, plus an annual asset-based fee of 30 basis points (.30%) of the participants account balances, which will also be assessed to the participants account on a quarterly basis. These fees are subject to negotiations.

Nationwide Retirement Solutions:

Nationwide Retirement Solutions (Nationwide) provides plan administration, investment and education/communication services to more than 8,000 public sector clients with more than 1.5 million participants and over \$38.8 billion in assets under management. Nationwide has provided these same services to the City of Miami Beach for over 15 years. They currently maintain 14 state relationships, including three of the largest plans in the nation: the States of California, New York and the State of Ohio.

Nationwide administers nearly 500 RHS plans for nearly 50,000 participants and over \$100 million in assets since 1997.

They currently provide the RHS plan to the following employers:

- City of Coral Gables
- City of Miami FOP
- Lake County Florida, Clerk of Courts
- City of Boise, Idaho
- Salt Lake City, Utah
- City of Des Moines, Idaho
- Tulsa County, Oklahoma
- City of Lincoln, Nebraska

FEES:

Nationwide has proposed an annual administration fee of \$30.00 which will be charged to each participants account, plus an annual asset management fee of 50 basis points (.50%) of the participants account balances, which will also be assessed to the participants account on an annual basis. These fees are subject to negotiations.

CONCLUSION

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida accepting the recommendation of the City Manager pertaining the ranking of proposals received pursuant to Request for Proposals (RFP) No. 33-04/05, for Services to Administer and Implement a Post Retirement Health Investment Program; Authorizing the Administration to enter into negotiations with ICMA Retirement Corporation (ICMA-RC) and Nationwide Retirement Solutions, (Nationwide); and further authorize the Mayor and City Clerk to execute a contract(s) upon completion of successful negotiations.

T:\AGENDA\2006\jun0706\consent\PostRetirementHealthInvestmentProgramMemo.doc

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 33-04/05, FOR SERVICES TO ADMINISTER AND IMPLEMENT A POST RETIREMENT HEALTH INVESTMENT PROGRAM; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH ICMA RETIREMENT CORPORATION (ICMA-RC) AND NATIONWIDE RETIREMENT SOLUTIONS (NATIONWIDE); AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT(S) UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.

WHEREAS, on July 6, 2005, the Mayor and City Commission authorized the issuance of Request for Proposals (RFP) No. 33-04/05 to obtain proposals from professional/qualified firms that will provide complete administration and implementation of a Post Retirement Health Plan that permits employees to contribute a portion of their leave settlement, at time of separation, to pay for future health related expenses using pre-tax dollars; and

WHEREAS, RFP No. 33-04/05 was issued on July 13, 2005 with an opening date of August 24, 2005; and

WHEREAS, a pre-proposal submission meeting to provide information to firms submitting a proposal was held on August 3, 2005; and

WHEREAS, BidNet issued bid notices to forty-six (46) prospective proposers, resulting in six (6) proposers requesting the RFP document; and

WHEREAS, proposals were received from ICMA Retirement Corporation (ICMA-RC) and Nationwide Retirement Solutions (Nationwide); and

WHEREAS, the City Manager via Letter to Commission (LTC) No. 211-2005, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Javier Nunez, Property Owner, Partner with RSM McGladrey, Inc. (Chair)
- Marsha Behr, Miami Dade County Risk Manager
- Vivian Guzman, Neighborhood Services Director, City of Miami Beach
- Sue Radig, Human Resources Administrator, City of Miami Beach
- Orlando Alvarez, Mercy Hospital Vice President of Marketing and Development, and Personnel Board Chairperson; and

WHEREAS, the Committee convened on October 17, 2005; and

WHEREAS, both firms provided a presentation relative to their proposal submittal, with a question and answer session following each presentation; and

WHEREAS, at the conclusion of the presentations and question and answer session, the Committee expressed its concerns as to the differences between the two proposals presented; and

WHEREAS, the Committee reconvened on May 30, 2006; and

WHEREAS, the City's Human Resource and Risk Management Director briefed the Committee on the actions taken by the Administration since the last meeting, whereby the City met with Arthur J. Gallagher, Co., (Gallagher) the City's broker for Group Employee Benefits, and requested Gallagher draft on behalf of the City, an IRS Letter of Determination based on the City's desired plan; and

WHEREAS, once IRS provides the Letter of Determination, the recommended firm(s) would then administer the approved plan; and

WHEREAS, the Committee unanimously recommended to the City Manager that the Administration enter into negotiations with both ICMA-RC and Nationwide; and

WHEREAS, the City Manager concurs with the Committee's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manger pertaining to the ranking of proposals, pursuant to Request for Proposals (RPF) No. 33-04/05, for Services to Administer and Implement a Post Retirement Health Investment Program; authorizing the Administration to enter into negotiations with ICMA Retirement Corporation (ICMA-RC) and Nationwide Retirement Solutions (Nationwide); and further authorizing the Mayor and City Clerk to execute a contract(s) upon completion of successful negotiations.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2006.

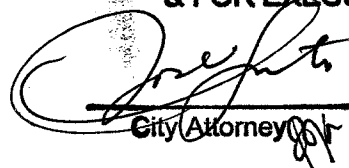
ATTEST:

CITY CLERK

MAYOR

T:\AGENDA\2006\jun0706\consent\PostRetirementHealthInvestmentProgram-Resolution.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

6/1/06

Date

THIS PAGE INTENTIONALLY LEFT BLANK